

BOOKS Printed for John Walthoe.

I. **T**HE Practick Part of the Law, shewing the Office of an Attorney, &c. in all the Courts of Westminster, in Octavo. The Third Edition.

II. *Modus Intrandi Placita Generalia*: Or the Entering Clerk's Introduction in 8vo. The Third Edition with Additions.

III. The Second Part of the Modern Conveyancer: Or Conveyancing improved, To which are added variety of Opinions of the most Eminent Conveyancers relating thereunto, in Two Volumes in 8vo.

IV. *Enchiridion Clericale*: Or a Manual of proper and useful English Presidents for Young Clerks, in small 8vo.

V. A Compendious and Accurate Treatise of Fines and Recoveries. The Third Edition; with large Additions.

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THE
Modern Conveyancer :
OR
Conveyancing Improved.

BEING A
Choice Collection
OF
PRESIDENTS
ON MOST
OCCASIONS:

Drawn after the Manner of
Conveyancing Now in U S E.
BY

The Greatest Hands of the Present AGE;
Of which some are still Living.

Consisting of
Settlements of ESTATES upon Marriages,
Bargains and Sales, Ecclesiastical Instruments,
Mortgages, Leases, &c.

With an INTRODUCTION concerning
Conveyancing in General.

V O L. I.

The Third Edition with considerable Additions.

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THE

INTRODUCTION.

AS *Conveyancing* is one of the biggest Branches of the Great Body of the Law, and well digested Deeds or Written Instruments, the Fruits thereof: So a Faculty to discern such as are mature and ripe, to answer their proper ends and uses, is one of the greatest Requisites, and (if obtained) Accomplishments belonging to the whole System of Clerkship.

Instead therefore of a *Preface* to the following Book, we have thought it more proper (on this Occasion) to make an *Introduction*, concerning each manner of Deeds now used in Conveyancing, and thereby the passing of Estates from one to another.

And because every Deed is not fit and proper for every Occasion to be used; but some being proper on some Occasions, and some useful on others, the Law having applied to every Deed their particular Operation: It may not therefore be amiss, to give some Account in General of each particular Deed, and of their peculiar use, so as to be employed as Occasions require them, before we come to the Book it self.

But first we will consider of a Deed in its entire Body, and next proceed to its Particulars.

Of a Deed Entire.

Deed, what,

A *Deed* is a Writing or Written Instrument, either on Paper or Parchment, (as may be thought most convenient) Sealed and Delivered by the Parties thereto, to prove and testify their Agreement to such Matters and Things as are therein contained.

Some *Deeds* concern Realty, as a Feoffment of Lands, &c. and some Personalty, as a Gift of Goods, and the like.

Also some *Deeds* are Poll, and some Indented.

Deed Poll.

Poll Deeds are so called, because they are cut even and plain at the Top, and properly are single, and but of one part, and is intended for the use of the Grantee, Feoffee or Lessee.

Indenture.

Deeds Indented are such as are cut in and out at the Top, and properly made when there are intended to be Two or more Parts thereof, that they may at the Top be cut into one another, and are all to contain the same Words, Covenants or Agreements.

The *Deed Poll* commonly begins in these Words; *To all People to whom these presents shall come, &c. Or, Know all Men by these presents, &c.* and may run on in the First Person, or in the Third. The other usually thus; *This Indenture made, &c.* Yet if it be not actually Indented, though it begin in these Words, it is no Indenture; also if it be Indented and begin not in these words, it is an *Indenture*, and that for the Reasons aforesaid: And commonly each Party hath a Part of the Indenture, after they have inter-

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interchangeably sealed and delivered to one another. It usually runs in the third Person, but may be good in the first, where both Parties seal and deliver; therefore they are often called *Bi-partite, Tripartite, Quadripartite, &c.* having two, three or four parts and parties.

That part which the Grantor, Feoffor of Les-
 or seals, is called the *Principal* or *Original*, and
 the rest are said to be *Counterparts* or *Copies*; and
 yet all of them do make but one intire *Deed*
 in Law, though every part asunder is of as great
 force and effect, as all the parts together. For
 the Words of the Indenture are looked upon
 as the Words of either Party, and shall be ap-
 plied to that Party to whom they properly be-
 long. See *Coke upon Lit.* 35, 143, 229.

And Note, That there may be divers kinds
 of *Deeds*; for every Agreement put in
 Writing, and Sealed and Delivered, be-
 cometh a *Deed*.

Some Deeds are Constitutive, or Making and
 Conveying, as *Feoffments, Gifts, Grants, Leases,*
&c. They are said to be Constitutive or Making,
 because they create what was not before; as
 the first Grant of a Way, of a Rent, or of an
 Estate in Tail, for Life, or for Years, with
 Warranty or without, and are either Absolute
 or Conditional.

They are said to be *Conveying*; because Estates
 then, or formerly made, are thereby conveyed
 to others.

Also some Deeds consist of *Discharges*, which
 are *Remissory* or *Liberatory*, releasing or discharg-
 ing something in being; as *Releases, Acquittan-
 ces, Defeazances*, and the like.

Now

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By what Deeds
Lands usually
pass.

Now the ordinary Deeds by which Lands
and Goods pass from one to another, are these;
viz.

1. Assignments.
2. Bargain and Sale.
3. Confirmations.
4. Covenants to stand seized.
5. Exchanges.
6. Feoffments.
7. Fines.
8. Gifts or Grants.
9. Indentures to lead Uses of Fines, &c.
10. Lease and Release.
11. Recoveries.
12. Revocations and New Declarations.
13. Surrenders.
14. Will, &c.

Assignment, what.

Assignor and
Assignee.

1. *Assignment*, is the appointing or setting over a Right unto another; he that assigns is called the *Assignor*, and he to whom it is assigned is called *Assignee*. So in other Deeds there is Bargainor and Bargainee, Confirmor and Confirmer, Covenantor and Covenantee, Exchangor and Exchangee, Feoffor and Feoffee, Conusor and Conusee, Donor and Donee, Grantor and Grantee, Lessor and Lessee, &c.

Bargain and Sale.

Bargain and
Sale what.

2. A *Bargain and Sale*, is the transferring of the property of a thing from one to another upon valuable Considerations.

Confir-

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Confirmation.

3. A Confirmation, is the Conveyance of an Estate or Right that one hath into Lands or Tenements to another that hath the possession hereof, or some Estate therein, whereby a voidable Estate is made sure and unavoidable, or whereby a particular Estate is increased and enlarged, and is properly made by the words *Confirmasse, Ratificasse and Approbasse*, which do signify *Ratum & firmum facere, supplere omnem defectum*, Co. Lit. 295.

Covenants to stand seised.

4. Covenants to Uses, are grounded upon the Statute of 27 H. 8. which was made to prevent former Abuses, occasioned by such as would give the Freehold or Possession of their Land to another and take the Profits to themselves, so that the Use and Possession was divided, with many inconveniences: But this Act provides, that where any are or shall be seized of any Lands to the Use or Trust of any other, by reason of any Bargain, Sale, Feoffment, Fine, Recovery, Contract, Agreement, or otherwise, by any means whatsoever, *Cestuy que Use* or Trust, that hath any such Use in Fee-simple, for Term of Life or for Year, or otherwise, or any Use in Reversion or Remainder, &c. shall have the possession of the Land in such Quality, Manner and Condition as he had the Use or Trust: And where any one is seized of Lands, to the use or intent that another shall have a yearly Rent out of the same Lands, *Cestuy que Use* of the Rent shall be deemed in possession thereof, of like Estate as he had the Use. By which

Covenants to stand seized to Uses.

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Statute the Use and Possession of the Land is at this day conjoined, so as they cannot now stand apart or be divided; but he that hath the one must have the other, and the one doth ensue the other as the Shadow the Body; and the Law setteth the Estate, according to the use and intent declared; so that now what Estate a Man hath in the Use, the same he hath in the Possession.

Requisites to execute an Use according to Statute.

But four things are required to every Execution of an Use within this Statute: 1. That there be a Person seized. 2. That there be a *Cestuy que Use in Esse*. 3. That there be an Use in *Esse* in Possession, Reversion or Remainder. And 4. That the Estate out of which the Uses arise, be vested in *Cestuy que Use*: So that when these Four, *viz.* Seisin in the Feoffees, *Cestuy que Use in rerum Natura*, Use in *Esse*, and that the Estate of the Feoffees doth vest in *Cestuy que Use*, then there is an Execution of the Use within this Statute.

Uses excluded.

And it is agreed, That this Statute doth not execute any Use, but only Uses in *Esse*; so that the Right of a present and a future or contingent Use are excluded, until they come in *Esse*; and then the Statute doth execute them also, if no alteration be of the Estate of the Land before: But such Right of Uses in *Esse*, and Uses in Contingency until they happen to be in *Esse*, remain at the Common Law as they were before the Statute. 1 Co. 126, 136. Plowd. 391. Dyer 58, 88, 330.

A Covenant to stand seized to Uses may be in this Sort: A Man that hath a Wife and Children, Brothers and Kinsfolks, may by Deed covenant and agree, That for their or any of their Predecessors, he will stand seized of Land to their Use, either for Life, in Tail, or Fee-simple.

And

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And upon this Agreement there ariseth an Equity, That the Land shall go according to his Agreement: And the aforesaid Statute 27 H. 8. conveyeth the Estate of the Land as the Use is appointed.

Note also, There must be a Consideration to raise an Use according to this Statute: For if the Party to whose Use he agreeth to stand seized of the Land, be not Wife, Children, Uncle or Cousin, or one that he intendeth to marry, then will no Use arise, and so no Conveyance.

For although the Law allow the Considerations of Marriage and Blood to raise Uses; yet not so of trifling Considerations, as Old acquaintance, Schooling, Service and the like. Co. 176. 2 Co. 15, 76. 3 Cro. 394. Dyer 169, 12. 1 Cro. 529. Jones 418. Plowd. 307. Telnerston 51.

And therefore if one bargain and sell his Land to another by Deed indented and Inrolled without Consideration, it seems no use will rise by this to the Bargainee. But if it be in Consideration of a competent Sum of Money; as 100 l. paid or to be paid, or for Counsel given, or the like; in these Cases the Use will arise to the Bargainee well enough.

Also where a Man maketh an Estate of his Land to others by Fine, Feoffment or Recovery, he may then appoint the Use to whom he listeth, without respect of Kindred, Marriage-Money or other thing: But he cannot do so when he maketh no Estate, but only agreeth to stand seized: Nor in Bargain and Sale, when he hath taken a Consideration as aforesaid.

Exchange.

Exchange,
what.

5. **Exchange**, is a mutual Grant of equal Interest the one in Exchange for the other, *Co. Lit.* where one Man is seised or possessed of Land in Fee-simple, Fee-tail, for Life or for Years; or is possessed of Goods, and another Man is seised or possessed of other Lands, or possessed of other Goods in the like manner, and they do exchange their Lands or Goods the one for the other.

And in this there is a double Grant, each granting that which is his, to the other, *Co. Lit.* 501. *Finch* 17. *Perk. Sect.* 253.

Equality of
Estates.
Two Grants.

In Exchange both the Estates must be equal. There must be two Grants, and each Grant must mention the word (*Exchange*.)

The Effect.

The Effect of such Exchange is, That it doth give the Interest and alter the property of the thing exchanged to either party, according to the Agreement.

What an Ex-
change im-
porteth.

Also in the Law, Exchange importeth a Condition of Re-entry and a Warranty, Voucher and Recompence of the other Land that was given in Exchange; and an Exchanger may Re-enter upon an Assignee; That is, A Condition to give a Re-entry upon all the Land given in Exchange; if he be put out of all, or part of the Land taken in Exchange, and a Warranty to enable him to vouch, and to recover over in value so much of his own Land again, given in Exchange, if he be sued for it.

Double Re-
medy.

So that upon every Exchange, either party (if he be put out of, or lose by Action the Land he taketh in Exchange) hath a double Remedy against the other; but yet this Remedy doth go only in the Privy, and shall not go to

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to an Assignee. Therefore if one of the Parties is put out of all or part of the Land, or out of part of the Estate by Entry, and the other Party enters upon the others Land upon the Condition in Law, he may enter upon the whole Land and avoid the whole Exchange; but if he be impleaded for a part only, or for the whole, and a part only be recovered from him, in this Case he shall recover so much in Recovery in value of the other Land only as he hath lost, and value.

Example: As if an Exchange be of three Acres for three Acres, and after one of the Parties is put out of one of the Acres by the Entry of a Stranger; in this Case he may enter upon the whole three Acres he had given in Exchange, and so avoid the whole Exchange, if he will, 4 Co. 121. *Vide Bro. Exchange throughout, Fitzb. Exchange in toto.*

And it is said Exchange may be made by Exchange by Word without any Writing, or by Deed in Word. Writing.

But Note, If all or part of the things where-Exception.
of the Exchange is made do lie in several Counties, or if all or part be such as lie in Grant, and not in Livery, though it be in the same County, in this Case it must be made by Deed indented in Writing: But where the Exchange is of Lands, and of Lands lying in the same County, though it be of an Estate of Freehold or Inheritance, yet it may be made by Word of Mouth without Writing. And so it may be, when the things exchanged do lie in divers Counties, when the Exchange is made only for a Term of Years, Co. Lit. 51, 52. 9 Co. 15. Perk. Sect. 244, 247, 248, &c.

Attornment.

Note also, if any Rent, Reversion, Seigniorie, or the like, be granted by either party, that then the Tenant must attorn to the Grant; for that Attornment is necessary in this Case.

Seisin.

And yet in case of the Grant of Land in possession in Exchange, no Livery of Seisin is needful.

Neither is it needful that either party to the Exchange, come to the thing given to him in the Exchange, by the same means and manner of Assurance: For if the Lessee for Life of one Acre, give another Acre to his Lessor in Tail in Exchange, for a Release from him of that Acre, to have and to hold in Tail in like manner; this is a good Exchange. *Perk. Sect. 229, 263, 267.*

Feoffments.

Feoffment, what.

6. *Feoffment* strictly and properly, is the Gift or Grant of any Honours, Castles, Mannours, Messuages, Lands, Houses, or other Corporeal immoveable things of like nature, which be hereditable to another in Fee-simple, (*id est*) To him and his Heirs for ever, by the delivery of Seisin and Possession of the things given, *Co. Lit. 9. Lit. Sect. 57.*

Lease or Gift.

Therefore in brief it may be defined thus: That where by Deed Lands are given, and Livery and Seisin made, it is not called a Feoffment, unless the Fee-simple be conveyed; otherwise it is called a Lease for Life, or Gift in Tail.

Feoffment most ancient and excellent.

And this manner of Conveyance, as it is the most ancient kind, so it is said to be the best and most excellent of all others, and in some respects to excel the Conveyance by Fine and Recovery.

For

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For it is of that Nature and Efficacy, (by The Efficacy
reason also of the Livery of Seisin, which is ever- thereof.
more incident to it,) that it cleareth all Dissei-
sons, Abatements, Intrusions, and other wrong-
ful and defeazible Titles, and reduceth the E-
state clearly to the Feoffee, when the Entry of
the Feoffor is lawful; Which neither Fine, Re-
covery, nor Bargain and Sale by Deed indent-
ed and inrolled will do, when the Feoffor is out
of possession.

And it passeth the present Estate of the Feof- Barreth pre-
for, and also barreth and excludeth him of all sent and fu-
present and future Right to the thing which is fo ture Right.
conveyed; insomuch that if one have divers E-
states, all of them pass by his Feoffment, and if
he have any Interest, Rent, Common, or the
like, into or out of the Land, it is extinguished Extinguish-
and gone by the Feoffment. ment.

Further also, it barreth the Feoffor of all Col- Barreth Colla-
lateral Benefits touching the Lands; as Con- teral Benefits.
dition, Power of Revocation, Writs of Error,
Attaint, and the like; so that if a Man make
an Estate of the Land upon Condition, or with
power to revoke it, and afterward he make a
Feoffment of the Land; by this Feoffment he is
barred for ever of taking advantage of the Con-
dition or power of Revocation.

It destroyeth Contingent Uses, gives away a Destroyeth
future Use inclusively, gives away a Seignior Contingent
inclusively, and gives away a Right of Action. Uses, &c.
For both the Feoffment and Livery of Seisin in-
cident thereunto, are much favoured in Law,
and will be construed most strongly against the
Feoffor, in advantage of the Feoffee.

And for that it is so solemnly and publick- Livery and
ly made, it is of all other Conveyances most Seisin.
observed, and also best remembred and proved,
by reason of the Livery and Seisin, &c. West.

Symb.

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Symb. 235. Co. Lit. 6. 49. 9 Co. 1. 111, 112. 6 Co. 70. 1 Co. 121. Plowd. 554. Perk. Sect. 210.

Fine.

Fine, what.

7. A *Fine*, is taken for a final Agreement or Conveyance upon Record, for the settling and securing of Lands and Tenements, acknowledged in the King's Court (by the Cognizor of the Land or other thing) to be the Right of the Conusee; and it is said to be *finalis Concordia, quia finem ponit negotio, adeo ut neutra pars litigantium ab eo de cætero recedere possit*, Co. Lit. 126. West. Symb. par. 2. cap. 1.

I shall not enlarge more upon it in this place, there being particular Books for this purpose, as *Touchstone of Presidents, Common Law of Assurances, &c.*

8. Gifts or Grants.

Gift or Grant.

1. A Gift strictly taken, is a Conveyance, or passing an Estate of Lands or Tenements to another in Tail, wherein the word *Dedi*, or *I have given*, is most commonly used, and for the most part it is by Deed, though it may be otherwise.

2. A *Grant* especially taken, signifieth a Gift in Writing, of such things as cannot aptly pass by Word only without Writing; as Rents, Reversions, Services, Advowsons in gross, Commons in gross, Tithes, &c. Of which more hereafter. *Vide postea Grant.*

Indentures to lead Uses of Fines, &c.

Indentures to lead Uses of Fines, &c. what.

9. Note, That *Uses* within the Stat. of 27 H. 8. may be raised as they might before the Statute, either by Transmutation of the Estate, as by *Fine, Feoffment, Common Recovery, &c.* and therefore

ore a *Fine*, *Feoffment* or *Recovery* may be had of Land, to the use and intent, That either of the parties thereunto, or others shall have it for any time or Estate, and by this means what *Uses*, and consequently what Estate a Man will, may be raised and created; and the *Uses* thereof, may be either before or after the levying such *Fines* and *Recoveries*, be declared by the *Indentures* to lead the *Uses* thereof.

As if the Parties make a Writing, and thereby declare, That one of them shall levy a *Fine*, make a *Feoffment*, or suffer a *Recovery* to the other, To the use and intent that one shall hold for his *Life*, and after his death to another in *Tail*, and after to a third in *Fee-simple*, &c. in such case the Land settleth in Estate, according to the use and intent by such Deed or Writing declared, by virtue of the Statute of 27 H. 8. as was before observed. For before this Statute the *Feoffees* were owners of the Land; but now he is the Owner to whose use the others are enfeoffed; so that as before the Statute the Possession ruled the Use, so now the Use governeth the Possession.

10. Lease and Release.

A *Lease* doth properly signifie a Demise or Let-
ting of Lands or any Hereditaments unto another, for lesser time than he that doth let it hath in it.

So a *Release*, is the giving or discharging of
the Right or Action which a Man hath, or may have or claim against another Man; but to our purpose here, it is a Conveyance of a Man's Interest or Right which he hath in a Thing to another that hath the Possession thereof: And it is now a common course in passing Land by
Lease

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Lease and Release, first to make a Bargain and Sale for the Term of a Year, or such like Term, to the intent that by virtue thereof the Lessee may be in the actual possession of the Lands intended to be released, and thereby and by force and virtue of the said Statute of 27 H. 8. for Transferring Uses into Possession, be enabled to take a Grant or Release of the Reversion and Inheritance of the said Lands, to him and his Heirs for ever.

Recovery.

11. A *Recovery* here is meant such a Recovery as is used for a Common Assurance of Land, called a *Common Recovery*; and it is done in the form and course set down by the Law, to be observed for the better assuring of Lands and Tenements.

Demàndant.

Tenant.

Vouchee.

And in it there is a Colourable Suit, wherein there is Demàndant, who is called a *Recoverer*; and a Tenant called the *Recoveree*; and one that is called to warrant upon a supposed Warranty, who is called the *Common Vouchee*.

But much of this, and of the operation thereof may be read in the Books which Treat of Fines and Recoveries.

12. *Revocation and New Declaration.*

This Deed is made pursuant to some Reserve contained in a former Deed or Conveyance, which gives power to call back something granted, and by a New Declaration to create a New Estate thereof, which shall settle accordingly.

Surrender.

Surrender.

13. A *Surrender*, is the yielding or delivering up of Lands or Tenements, and the Estate a Man hath therein unto another that hath a higher or greater Estate in the same. The effect of it is to pass the Estate of the Surrendror to the Surrendree, and that thereupon the Estate of the Surrendror may be drowned and extinct in the Estate of the Surrendree.

Will.

14. *Will* or *Testament*, is the Declaration of a Man's Mind and Intent what he would have done after his Death.

The Civil Law calls it a *Testament*, when there is an Executor made and named in it; and when there is none they call it a *Codicil*.

Testament.
Codicil.

A Man can make but one Testament that shall take effect; but he may make as many Codicils as he will.

But the Common Law calls that a *Will*, by which Lands or Tenements are devised, though there be no Executor named; and when it concerns Chattels only, they call it a *Testament*. *Co. Lit. III. Swinb. of Wills 24.*

See also *Wentworth's Office of Executor.*

The Stat. 29 Car. 2. for prevention of Frauds, Enacts, That all Devises of Lands or Tenements, devisable either by the Statute of Wills, or by the force of the Custom of *Kent*, or of the Custom of any Borough, or any other particular Custom, shall be in Writing, signed by the Devisor, or some in his presence, by express Directions, and Subscribed in his presence by three or

Devise of Lands in Writing,

or four considerable Witnesses, or else to be utterly void. Also, That no Devise in Writing shall be revokable, but by some other Will or Writing declaring the same ; or by burning, cancelling, tearing, or obliterating the same by the Testator himself, or by his Directions and Consent in his presence ; the Writing to be signed in the presence of three or four Witnesses declaring the same.

And that no *Will* in Writing, concerning any Goods or Chattels, or Personal Estate, shall be repealed, nor any Clause, Devise or Bequest therein altered or changed by any other *Will* made by Word of Mouth only ; Except the same be committed to Writing in the Testator's Life, and read to him and allowed by him, and proved to be so done by three Witnesses at the least.

This is a short Description of such Deeds by which Lands are usually conveyed, and do pass from one Man to another, some of which indeed are not contained in our Book of Precedents, (which is not disposed into all those Heads, being not at first designed for the Press, but only a private Collection by an Ingenious Hand ;) but I did it, for that it seem'd necessary in the opening of our Conveyances to speak of such as are commonly used, and I hope will not be looked upon as impertinent.

We have also other Deeds and Precedents in this Collection which are not yet touched upon, but whose Nature and Effects are set down in the following Particulars, in the which also so much of the former as is further necessary to our Introduction are again spoken to.

The Precedents of such Deeds as are contained in this Book, are reduc'd under these Heads:

1. Annuities.
2. Assignments.
3. Awards.
4. Bargains and Sales.
5. Chancery Proceedings.
6. Conditions Special.
7. Defeazances.
8. Ecclesiastical Instruments.
9. Grants.
10. Jointures.
11. Leases.
12. Letters of Attorney.
13. Mortgages.
14. Releases.
15. Revocations.
16. Settlements.
17. Surrenders.
18. Wills.

1. Annuities.

This is a Deed whereby a Yearly payment of ^{Strictly taken.} a Sum of Money, or other thing is granted to another in Fee, for Life or Years, charging the person of the Grantor only.

And this is said to differ from a Rent in many things; for that a Rent, be it Rent-Service, Rent-Charge, or Rent-Sock, is going out of Land; but that an Annuity goeth not out of any Land, but chargeth only the Person, viz. the Grantor or his Heirs that have Affers by descent. *Doct. and Stud. Dial. 1. cap. 3.*

Also it is said, for an Annuity no Distress can be taken, nor is it ever taken for Affers, because it is no Free-hold in Law, nor shall be put in Execution.

Execution upon a Statute-Merchant, Staple, or *Elegit*, as a Rent may. *Dyer*, 65, 344, 345. *Co. Litt.* 244.

Yet an *Annuity* is grantable at first, and some hold 'tis grantable over, some not. *Mo. Case* 18. says, it is grantable over, and yet it is but a kind of *Chose en Action*. Yet see *Perk. Sect.* 87, 101.

Also it's said, an *Annuity pro Consilio impenso* is grantable over. *Mo. Case* 18.

But an *Annuity pro Consilio impendendo*, or *imposterum impendendo*, is not grantable over after the first Grant, unless it be granted to him and his Assigns. *Perk. Tit. Grants.* 3 *Leon. Case* 136. *Dyer* 2. *Co. Litt.* 144. *Hetley* 80. *Fitz. Grant* 145. *Bro. Grants* 3.

It is said, a Grant of an *Annuity* for Term of Years, is good; but the Grantee may not have an Action of Debt for the Arrearages during the Term, 1 *Cro.* 3.

It is said, if one grants an *Annuity* to him and his Heirs to be paid yearly at two usual Feasts for thirty years, to begin after the death of the Grantor; This is a good Grant, and will charge the Heir, although at first it commence upon him; for it is for him and his Heir, *Hetly* 137, 138.

But though this distinction is strictly of an *Annuity* to charge only the Person, and of a Rent to charge the Land; yet all Grants of Salaries or Rents, are generally called *Annuities*, and comprehended under that Head in particular, and under a *Grant* in general.

Vide Grant.

2. *Assignment.*

Of *Assignment* it may be said further ;

That he shall be intended an Assignee that hath the whole Estate of the Assignor that is assignable. Yet there is said to be an Assignee in Deed, and Assignee in Law.

Assignee in Deed, is such an one to whom a Lease, Estate or Interest is assigned.

Assignee in Law, is he whom the Law so maketh, as an Executor is an Assignee in Law, but if there be an Assignee in Deed, an Assignee in Law will not be allowed.

In *Assignments* it is necessary to have Covenants of the Assignors part. 1. To save harmless of former Rents, Grants and Charges. 2. To deliver up former Deeds. 3. That he is Owner in possession, and hath power to grant and assign, &c. 4. That the Assignee may quietly enjoy. 5. To make further Assurance.

And let the Assignee covenant to pay the Rents and perform Covenants.

Note, That if the Lessee for years assign over his Term and die, his Executors shall not be charged for Rent due after his death.

And if the Executors or Administrators of a Lessee for years assign over their Interest, an Action of Debt doth not lie against them for Rent ; yet it seemeth that the Lessor must have Notice of the Assignment, and consent to it. 3 Co. Walker's Case.

If a Lessee for Years assign over his Term, the Lessor may charge which of them he will ; but if he accept the Rent from the Assignee, (knowing of the Assignment) he hath determined his Election, and cannot afterward bring an Action of Debt against the Lessee for Rent due after the

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the Assignment, because there is no privity between them; but he is left to his Remedy against the Assignee. *Co. 3 Rep. fo. 24. Bulstr. 2 par. 151. Popb. Rep. 55.*

But yet he may bring his Action of Covenant against the Assignor, his Executors or Administrators; against the first on his express Covenant, or Covenant in Law; against the last it only lies on the Assignors express Covenant.

An Assignee of Lands, if he be not named in the Condition, yet he may pay the Money to save his Land.

But he shall receive none if he be not named, and the Tender shall be to the Executors of the Feoffees.

3. Award.

An Award, is a Determination or Judgment, made or given between persons in Controversie, by the Arbitrators or Umpire, who are such person or persons as are thereunto elected by the parties Controverting, for putting an end to Differences in Controversies between them, according to the Submission of the said Parties, and agreeable to Reason and good Conscience.

This Submission is best and most usual by Writing, each Party entring into a Bond with Condition to the other, to stand to the Award of the Arbitrators.

And the Rule is, That such persons only may of themselves submit, as may of themselves make good Grants. *West. Symb. par. 2. sect. 20.*

The Husband may submit for himself and his Wife, for the Goods and Chattels of which he had disposition in right, and by reason of his Wife, and it shall bind her.

And

And where divers of the one part submit themselves, and divers of the other part, the Arbitrators may make an *Award* for Matters between them jointly ; and so for Matters between them severally.

And where divers on each part have submitted, if the *Award* be betwixt some of the one Party and some of the other, and take no notice of the others ; such *Award* is said to be good. *Keb.* 886.

But this seems only to be where the Submission is for the whole Matters, or any parcel thereof.

For where the Submission is Conditional and with an *Ita quod, &c.* so that the Arbitrators award all Differences, they may not make their *award* of parcel, if they had notice of more, *Sand. Rep.* 32.

And if the Submission be Conditional with a *So that, &c.* and if the Arbitrators make no mention in the *Award* of part of the Differences of which he had Notice ; yet if they award General Releases on both sides, the *Award* is good. *Idem* 33.

But an *Award*, where all is to be performed on the one part, and nothing on the other, is void. *Idem* 326, 327. *Sand.* 190.

In the form of every *Award* or *Arbitrement*, six things are specially to be regarded :

1. That it be made according to the very Submission touching the things submitted, or necessarily depending thereupon, and every other Circumstance relating thereto.
2. That it ought to be certain.
3. That it ought to be equal, and appoint either Party to give or do unto the other something beneficial, in the appearance at the least.

b

4. That

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4. That the performance thereof be lawful and possible, and within the power of the Parties.

5. That there be a Means, how either Party may by Law attain unto that which is thereby awarded unto him.

6. That it be a final End of the Controversies submitted.

And if it fail in any of these Points, then the whole Arbitrement will be void.

Note, In the 2d Part of *Saunders's Rep.* 65. it is said, That an Arbitrement under the Hand and Seal of an Arbitrator, is an Especialty, not within the Statute of *Limitations*.

But that a Man may wage his Law against an *Award* under Hand and Seal, if the Submission be not by Specialty, under the Hand and Seal of the Parties that submitted to the *Award*, *Idem* 65, 74. 1 *Andersf.* 415.

Also if a Submission be to Arbitrators, and that if they disagree, then to an Umpire, and the *Award* and *Umpirage* are limited to the same day, there the power of the Umpire is void, unless the Arbitrators have disagreed and declared That they would not meddle further, *Idem* 130, 132, 133.

Again, If a Submission be to Arbitrators, so that they make their *Award* to Morrow, and if they cannot agree, then to an Umpire, so that he make his *Umpirage* to Morrow, or next day; in this Case the Umpire cannot make his *Umpirage* on the Morrow, 2 *Sand.* 130, 131.

And where the exprefs Agreement of the Parties shall make an *Umpirage* good, although the same time is limited for the Arbitrators and the Umpire to make the *Award* or *Umpirage*. See 2 *Sand.* 122.

Where

Where Arbitrators, within the time limited to make their *Award*, may chuse an Umpire to make an *Umpirage* after the determination of the time limited for their *Award*, *Idem* 133.

If all Debts, Sums of Money and Demands be submitted to *Arbitrament*, the Arbitrators have power to award a Release of all Bonds, Specijes, Judgments, Executions and Extents, by which the said Debts, Sums of Money and Demands are due. *Idem* 190.

Where a Release is awarded of all Bonds and Judgments, whereas Bonds and Judgments were not within the Submission; yet the Defendant shall not avoid the *Arbitrement*, unless he shew specially, that there were some Bonds and Judgments between the Parties. *Ibid.*

An Award, That A. should be satisfied by B. the Money due to him for Work, and that then A. should pay 25 l. to B. and that each Party should give to the other a General Release, is void in the whole, for the uncertainty of what Sum was due for Work. *Idem* 292, 293.

Where an *Arbitrement* being void in one part, shall be good for the residue, and where void for the whole. See 2 *Sand.* 293.

If an *Award* be made between A. of the one part, and B. of the other, by which 'tis awarded, that A. shall pay 10 l. to B. and 5 l. to a Stranger, and that B. shall give A. a general Release; the Award as to the 5 l. is void, but good for the residue. *Idem* 293.

An Award, That one of the Parties shall be bound to an Obligation to the other, is good enough, but not, That he shall find Surety to enter into a Bond. *Idem* 337.

And Note, That upon a Promise to perform an Award, That the Defendant shall pay several Sums of Money at several times; an Action lies for the

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first Sum, and new Actions for the other Sums as often as they shall become due. *Saunders* 337.

4. *Bargains and Sale.*

The Effect of a *Bargain and Sale*, is to transfer the Property of the Land or Thing sold, and this it well as effectually do as any other kind of Conveyance whatsoever. 8 Co. 94.

What things
are grantable
by *Bargain and
Sale.*

All things for the most part, that are grantable by any other way from one Man to another, are grantable, and may be transferred by way of *Bargain and Sale* from one to another. And therefore Lands, Rents, Advowsons, Commons, Tythes, Profits of Courts, and the like, may be granted by way of *Bargain and Sale*, in Fee-simple, Fee-tail, for life or for years: And all manner of Goods, Chattels and Merchandizes, are grantable by *Bargain and Sale.* *West. Sym.* Tit. *Bargain and Sale.*

The Words.

The very words, *Bargain and Sell*, are not necessary to a good *Bargain and Sale*; for words equivalent will suffice to make Land pass by way of *Bargain and Sale*. And therefore if a Man seized of Land in Fee doth by Deed indentured, and by the words *Alien* or *Grant*, sell them to another. Or, if such a Man covenant to stand seized of his Land to the use of another, and these Deeds are made in Consideration of Money, and the Deeds be afterward inrolled, these will be good *Bargains and Sales.* 9 Co. 94.

Consideration.

7. 40.

There must be a good Consideration given, or at least said to be given for the Land. Co. 176.

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It is requisite, where any Freehold is to pass the Land, that the Deed be inrolled; so prescribed by 27 H. 8. c. 16.

And this Inrolment upon such a Deed must Inrolment.

1. In Parchment, for an Inrolment in Paper not good.

2. The Deed Inrolled must be Indented, for it be but Poll, the Estate will not pass.

3. It must be before such Officers, as by the Statute are authorized to take it.

4. The Deed must be Inrolled within six months of the Purchase and Sale. 5 Co. 1.

5. Chancery Proceedings.

It will be needless to speak here of this Head, it to peruse the Proceedings and Presidents themselves, which will give you a Light into this Matter.

6. Conditions Special.

A Condition is generally a Rule or Law annexed unto Mens Acts, staying and suspending the same, and making it uncertain, whether they shall be or no: For a Condition is properly said to be, when any thing is referred to any uncertain Chance which may happen. *West. Symb. lib. 2. Sect. 110.*

The Words of a Condition are, *Sub Conditione*, Words. *quod, Si contingat, Proviso semper*, and the like.

But the Words, *To the Effect, With that intent, to pay, &c.* do not make a Condition in Feoffments and Grants, if it be not in the Case of the King, or in the Case of a Will. *Landlord and Tenant, p. 34.*

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There are two manners of Conditions, one expressed by Words, and called a *Condition in Deed*; the other implied by Law, and called a *Condition in Law*.

Condition in Deed.

A *Condition in Deed*, or *Express Condition*, is knit and annexed by express Words to the Lease or Grant: For Example, If I make a Lease for years, reserving Rent to be paid at such a Feast upon Condition, *That if the Lessee fail of payment at the day, that then it shall be lawful for me to re-enter.*

Condition in Law.

A *Condition in Law*, or a *Condition implied*, is when a Man grants to one the Office to be Keeper of a Park, Steward, Bayliff, or such like, for Term of Life; here the Law implieth a Condition, *That if he doth not truly and faithfully execute his Office, then it shall be lawful for the Grantor to discharge him thereof.* Co. Lit. 201, 325, 378 & Co. 43.

Note also, All Conditions are either precedent and going before the Estate; and are executed or else they are subsequent and following after the Estate, and to be executed. *Vid. ut supra.*

Condition precedent.

A *Condition precedent* doth absolutely gain and get the Thing or Estate made upon such Condition by the performance of the same; as when an Estate is made to a Man for Life, upon Condition, *That if the Lessee for Life will pay to the Lessor 10l. at such a day, then he shall have the Fee Simple.* Here the Condition precedes and goes before the Estate in Fee-simple, and upon the performance of the Condition, the Lessee doth gain and get the Fee-simple, if Livery and Seisin were given. *Vid. ut supra.*

Condition subsequent.

A *Condition subsequent*, doth keep and continue the Thing or Estate made upon Condition, by the performance thereof; as when one grants to A. B. his Manour of D. in Fee-simple, upon Condition,

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Condition, *That the Grantee shall pay to him at such day 40 l. or else that his Estate shall cease.* Here the Condition is subsequent and following the Estate in Fee-simple, and upon the performance hereof doth keep and continue the Estate. *Terms Ley, verb. Condition.*

Also some Conditions are *Affirmative*, that consist of doing; some are *Negative*, which consist of not doing.

Some also are *Collateral*, some *Inherent*, some *Restrictive*, some *Compulsory*, some *Copulative*, and some *Disjunctive*.

Sometimes they intend to enlarge Estates, sometimes to destroy, and sometimes only to clog the Estate. *Co. Lit. 201.*

7. Of a Defeazance.

A *Defeazance*, is a Condition relating to a *Defeazance*, Deed, as to an Obligation, Recognizance, Statute or the like, which being performed by the Obligor or Recognizor, the Act is disabled and made void, as if it had never been done; which differeth from a *Condition* only in this, That a *Condition* is always made at the same time, and annexed to, or inserted in the same Deed; but a *Defeazance* is always made in a Deed by it self, and for the most part made after the Deed, whereunto it hath relation. How it differs from a Condition.

Note, That Rents, Annuities, Conditions, Warrants, Covenants, and such like, by the mutual Consent of the Parties, at the Creating them or any time after, may be annulled and defeated. And the Law is the same of Statutes, Recognizances, Obligations, and the like. *Co. Lit. 236, 237. Plowd. 137.*

Requisites to
make a good
Defeazance.

To make a good *Defeazance*, these things are requisite :

1. That the *Defeazance* be made *eodem modo*, as the thing to be defeated is created : For if the Obligee by Word only discharge the Obligor, or grant not to sue him, this will not defeat the Obligation ; but it must be by Deed therefore as the former was.

2. That if it doth recite the Statute, or the Obligation (as for the most part it doth) that it be done truly. For if a *Defeazance* be made of a Statute or an Obligation, which is recited to be made the 20th day of June, whereas it beareth date the 10th of June, this *Defeazance* is void.

3. That it be made between the same Persons that were Parties to the first Deed, &c.

4. That it be made after the making of the Recognizance, Obligation, &c. and not before.

5. That it be made of a thing defeazible, *Br. Defeaz. 12. Plow. 393. Br. Defeaz. 3, 5, 6, 9. Dyer 315.*

8. Ecclesiastical Instruments.

These Instruments explain themselves, and therefore need not to be open'd in this place.

See the Presidents.

9. Of a Grant.

Grant, what.

A *Grant*, signifieth permission, sufferance, leave, licence, yielding or giving over of a thing ; but especially taken, it signifieth (as is before observed) a Gift in Writing of such things as cannot pass by Word only without Writing,

Writing, as Rents, Reversions, Services, Advow-
ns in gross, Common in gross, Tythes, &c.
made by such Persons as cannot give but by
Deed; as the King and all Bodies Politick; as
Mayors and Commonalties, Deans, Chapters, &c.
which differences are oftentimes neglected, and
when it is taken generally to signifie every Gift
whatsoever: And he that granteth or giveth, is
termed the Grantor or Donor; and he to whom
the Grant or Gift is made, the Grantee or
Donee.

And Note, That Lands and Tenements, and Attornment,
such things as naturally lie in Grant, cannot be
transferred from one to another by bare Grants
of the Parties, without the Attornment and A-
greement of others.

A thing that cannot begin without a Deed,
may not be granted without a Deed, and every
thing that is not given by delivery of Hands
must be passed by Deed.

The best way in Grants, is to Grant by words Words.
of present time in the Present Tense, as well as
in the Preterperfect Tense. But a Grant by
words of the Preterperfect Tense only, as by
Cedi & Concessi, without words of the Present
Tense, is good.

In every good Grant or Gift, these things are
requisite:

1. That there be a Grantor, Donor, &c. and Requisites in
that he be a person able to grant, and not disa- Gifts and
bled by a Legal or Natural Impediment. Grants.
2. That there be a Grantee, Donee, &c. and
that he be a person capable of the thing granted,
and not disabled to receive it.
3. That there be a thing granted, and that the
thing be such a thing as is grantable.

4. That

4. That it be granted in that Order and Manner as the Law requireth ; As if it be by Deed that the Deed hath apt Words to describe and set forth the person of the Grantor and Grantee and Thing granted, &c. and that all necessary Circumstances, as Sealing and Delivery, and Livery of Seisin and Attornment, where it is needful, be observed.

5. That there be an Agreement to, and acceptance of the *Grant* or Thing granted by him to whom it is made ; and for default in either of these Particulars a *Grant* may be void. *In acquirendo rerum dominio scilicet, quod donationes non valent licet sint inceptae nisi sint perfectae.* But *Grants* be very ancient, and the Things granted have been enjoyed according to the *Grant*, ever since the making of it ; in this case the *Grant* may be good, notwithstanding some legal defect in some of these Particulars. *Co. Lit. 73. Plowd. 555. Grant 89.*

Attornment.

Record.

Note, There must be *Attornments* to *Grants* of Reversion, otherwise nothing passeth, except it be by Matter of Record.

10. Jointure.

Jointure,
what.

Jointure is, where the Husband (or some other Friend in his behalf) assureth unto his Wife, in respect of Marriage, Lands or Tenements for Term of her Life.

It seemeth to be called a *Jointure*, either because it is granted *Ratione juncturae in Matrimonio*, or because the Land in Frank-Marriage, is given jointly to the Husband and the Wife, and after to the Heirs of their Bodies, whereby the Husband and Wife be made Joint-tenants during the Coverture.

It

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It is also used as the abstract of Joint-Tenants; and also used for joining of one Bargain to another touching the self same thing: And therefore *Jointure* in the first signification may be so called, in respect that it is a Bargain of Livery-ood for the Wife, adjoined to the Contract of Marriage.

See *West. part 2. Symb. lib. 2. Tit. Covenants, ff. 128. Co. Lib. 3. f. 27. b.*

Note, If a Woman have Jointure before Marriage, she cannot relinquish it and claim Dower.

If it be made during Marriage, she may enter into her Jointure presently.

If she enter or accept of it, she shall not be Endowed.

If she be expelled of any part of her Jointure, she shall be Endowed of the residue of her Husbands Lands. *Vid. Stat. 27 H. 8.*

A Jointure is many times made by Covenants to Uses, and by Fine, &c.

II. Leases.

Leases are divided either into Leases for Years, How divided, or Leases for Life.

Leases for Years, are either by Word or Parol, or else by Writing.

As to *Leases Parol*, it is not to the purpose to *Lease Parol*. speak here, only to observe, That by the Statute of 29 Car. 2. for prevention of *Frauds* and *Perjuries*. Such *Leases Parol* are void, if they exceed three years from the making; and if they do not exceed, yet two Third parts of the improved Value of the thing demised must be reserved to the Landlord.

But

But it seems by that Statute, That if the substance of the Lease be put in Writing and Signed by the Parties (so making or creating the same) though not Sealed, or their lawful Agents, by Writing authorized, then they shall have the force and effect of Leases, otherwise only the force and effect of Leases or Estates at Will. *Vide* Stat. But no Covenant can then be brought on such Writing.

Leases for Years, are generally made by Indenture, by words of *Demise*, *Grant*, and *to Farm let*, with such Conditions and Covenants as the Parties agree upon.

Requisites to
make a good
Lease.

Note, these things necessarily concur to the making of a good Lease.

1. As in other Grants, so in this there must be a *Lessor*, and he must be a person able, and not restrained to make that Lease.

2. There must be a *Lessee*, and he must be capable of the thing demised, and not disabled to receive it.

3. There must be a Thing demised, and such a Thing as is demisable.

4. If the Thing demised be not grantable without a Deed, then the Lease must be made by Deed. And there must be a sufficient description and setting forth of the Person of the Lessor, Lessee, and the Thing leased, and all necessary Circumstances, as Sealing, Delivery, &c. required in other Grants, must be observed.

5. If it be a *Lease for Years*, it must have a certain Commencement, at least then, when it comes to take effect in Interest or Possession; and a certain Determination, either by an express Enumeration of Years, or by a reference to a Certainty that is expressed.

6. There

6. There must be all needful Ceremonies, as Sealing, Delivery, and the like.

7. There must be an acceptance of the things promised, and the Estate by the Lessee. But whether any Rent be reserved upon a Lease for Life, Years, or at Will, or not, is not material; except only in the Cases of Leases made by Tenant in Tail, Husband and Wife, and Ecclesiastical Persons. 6 Co. 34, 35, 36. Co. Lit. 45, 46. Plowd. 73, 523.

Leases for Years, or Life, or at Will, may be made of any thing Corporeal or Incorporeal, that is, either in Livery or Grant; Also Leases for Years may be made of any Goods or Chattels. Bro. Leaf. 23.

Note, Lease for Years may begin at a day to come; as at *Christmas* next, or three or ten years after, or after the death of the Lessor, and it is as good as where it doth begin presently. But a Lease for Life of any thing whatsoever, whether it lie in Livery, or in Grant, if it be in *Esse* before, cannot begin at a day to come, Co. Lit. 5, 1.

8. Plow. 156, 197.

12. Letters of Attorney.

The Nature and Effect of these, are sufficiently set forth in the Presidents themselves.

Vide the Presidents.

13. Mortgages.

The Interpreter saith, That Mortgage in the Common Law signifieth a Pawn of Land or Tenements, or any thing moveable, laid or bound for Money borrowed, peremptorily to be the Creditors

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Creditors for ever, if the Money be not paid at the day agreed upon.

And the Creditor holding Land or Tenements upon this Bargain, is in the mean time called *Tenant in Mortgage*.

Glanvil, lib. 10. cap. 6. saith, It is called *Mortgage*, or *Dead-gage*, because whatsoever Profit it yieldeth, yet it redeemeth not it self by yielding such Profit, unless the whole Sum borrowed be likewise paid at the day. See *West. Symb. par. 2. sect. 145.*

Mortgages now are made several ways, as Lease for a long Term of Years, Feoffments by Lease and Release, Assignments, &c. In which Deeds there is contained a Proviso or Condition, That if the Money be paid at the day, the Deed to cease and be void.

But Note, That till failure be made, the Mortgagor holds the Land; but if failure be made, and the Mortgagee enter into the Land, yet the Mortgagor has an Equity of Redemption, and may call the Mortgagee to an Account for his receipt of the Profits.

Also the Mortgagee, if he be minded to bar the Equity of Redemption, may call the Mortgagor to an Account either to pay what is due, or to be foreclosed of his Equity of Redemption, which the Court will order in some convenient time.

Likewise a Fine and Non-claim will bar an Equity of Redemption.

Yet upon the Mortgagors paying the Interest of the Money, these Mortgages (many times) continue a long time, without disturbing the Possession of Parties.

14. Releases.

Lands, Tenements and Hereditaments, may The Effects
given and transferred by way of Release, thereof.

and all Rights and Titles to Lands, may be Lands, &c.

en, barr'd and discharged by Release, and so

so may Rights and Titles to Goods and Chat-

Also all Actions Real, Personal and Mixt, may
given, discharged or extinguished by Release.

Lit. 48, 266, 268, 269.

Vide antea Lease and Release.

Also Conditions annexed to Estates, Powers Conditions,
Revocation of Uses, Warranty Covenants, &c.

tenures, Services, Rents, Commons, and other

profits to be taken out of Lands, may be dischar-

ed, extinguished and determined by Release to

the Tenant of the Land, &c. *Vide Bro. Release*

Tor.

Also Debts, Legacies and other Duties, may Debts, &c.

be released and discharged before or after they

become due.

And a Rent or Annuity may be released before

the day of payment; and so also may a Debt due

by Obligation.

Judgments, Executions, Recognizances, and

the like, may by apt words be discharged by Re-

lease.

If the Charge or Duty grow by Record, the Record.

Discharge and Release thereof may be by Re-

cord also: and if it grow by Writing, the Dis-

charge and Release must be by Writing also.

Nihil est magis rationi consentaneum, quam eodem

modo quodque resolvere quo conflatum est. And there-

fore a Duty growing by a Verbal Agreement,

may

may in some Case be released by Words without Writing : But regularly, Lands and Tenements cannot be given, nor Rights and Titles to Lands and Actions be discharged by Release in Writing. *Vide Co. Lit. 274. Perk. 467.*

Requisites to
make a good
Release.

In every good Release that tends to enure by way of Inlargement of Estate, these things following are required to make the Release good :

1. He that doth make the Release, must have some Estate in himself, as out of which such an Estate may be derived and granted to the Releasee, as intended by the Release. *Dyer*

251.

2. He to whom the Release is made, must have such an Estate in Possession, in Deed, or in Law, or in Reversion in Deed, in his own or another's Right of the Lands whereof the Release is made, to be as a Foundation for the Release to stand upon ; For a Release which must enure to enlarge an Estate, cannot work without a Possession join'd with an Estate. *Co. Lit. 265, 270,*

273.

3. As in all Releases that enure by way of Increase or Passing an Estate, there must be some Estate in the Releffor and the Releasee ; so there must be some Privy in Estate between them at the time of the Release made : For an Estate without Privy is not sufficient. *Co. Lit. 296. Lit. sect. 461.*

Words.

4. The fourth thing that is required in such a Release, are sufficient Words in Law, not only to make a Release (which is required in all Releases) but also to create and raise a New Estate. *Co. Lit. 22, 73, 201.*

Note

Note therefore, That all Releases (of what kind soever) are commonly made by these Words, *Remisisse, Relaxasse, & Quietum clamasse*, being the most ancient and significant Words for this purpose: And amongst these the Word *Release* is the most effectual Word, as that which includes the other two, and as that which is the proper and peculiar Word for this kind of conveyance.

But there are other Words also by which a Release may be made, as *Renunciare, Acquietare*, &c. And therefore it is held, That if one have Common in anothers Land, and he by Deed Release it to him thus: *Renuncio communiam meam*, &c. this is a good Release, *Co. Lit. 264, Per 307.*

A Release that doth enure by way of passing Release upon
Release upon
Condition,
&c.
may of an Estate, or Extinguishment, may be made upon Condition or with a Defeazance, as the Condition or Defeazance be contained in the Release, or delivered at the same time with it: For no Defeazance made after, can avoid the force of a Release made before. And yet a Release may be delivered as an *Escrow*, and so the force of it may be suspended for a time.

But a Release of a Condition, may not be made upon a Condition: Nor may a Release upon a Chattel be upon a Condition subsequent but it may be upon a Condition precedent. And therefore if a Man release a Debt to another, upon Condition, That the Re-Lessor may have such a Debt owing from a third Person to the Re-Lessee; this is a good Condition. *Co. Lit. 274. 1 Co. III. Perk. sect. 718.*

The Introduction.

A Release of all Actions may be made until Time past; as until the 1st of *March* last, or until the day of the date of the Release; and this will discharge all Actions till then, and not after.

But a Release cannot be made of a Right Action for a part of an Estate, or for a time only; as for one Year, or until *Christmas* next, or the like: For a Release of such a thing for one Day, or for one Hour, is a Release for ever. And yet a Man may Release his Right in part of the Land: And therefore if a Man be disseised of two Acres, he may release his Right in one of them, and enter into the other Acre.

Also a Release in the Nature of an Acquittance, may be of part of a Debt: And therefore if one be bound in an Obligation of Four hundred Pounds, to pay Two hundred Pounds at *Michaelmas*, and at *Christmas* after the Obligation by his Deed releaseth Three hundred Pounds, this is a good Release for so much and no more:

Vide Dyer 307. Co Lit. 274. 1 Co. 111.

15. Revocations.

This Deed is only the Calling-back of a thing formerly granted, where a Power of Revocation is comprized in the former Deed.

Vide antea.

And see the several Presidents.

16. *Settlements.*

These Deeds are so called, because upon Mar-
riages the Estate is usually settled upon the Hus-
band for Life, Wife for Jointure, and to their
Issue in Remainder, &c. with Leases therein
for Trustees for Terms of Years, to raise Daugh-
ters Portions for payment of Debts with Leases
for Lives for supporting Contingent Remainders,
&c. and are made several ways, as is before-
mentioned.

See the Presidents themselves, which are of
great Curiosity, and well Penned in these Mat-
ters.

17. *Surrender.*

Vide antea Surrender.

And Note, To make a good *Surrender* in
Deeds of Lands, and to make them to pass by
such a *Surrender*, these things are chiefly re-
quired :

1. That the Surrendror be a Person able to
grant and make, and the Surrendree a Person
capable and able to take and receive a Surren-
der, and that they both have such Estates as are
capable of a Surrender. And for this purpose.

2. That the Surrendror have an Estate in
possession of the thing surrendered at the time of
the Surrender made, and not a bare right there-
of only.

3. That the Surrender be to him that hath
the next immediate Estate in Remainder or Re-
version ; and that there be no Interveni-
ent Estate coming between.

The Introduction.

4. That there be a Privy of Estate between the Surrendror and Surrendree.

5. That the Surrendree have an higher and greater Estate in the thing surrendred, than the Surrendror hath; so that the Estate of the Surrendror may be drowned therein.

6. That he have the Estate in his own Right and not in the Right of his Wife, &c.

7. And that he be sole seized of this Estate in Remainder or Reversion, and not in Jointenancy.

As for Example, Infants, Women Covert, Mad and Lunatick Men, and such like Persons as are disabled to Grant, are disabled to make a Surrender; and none but such as may grant the Land, may surrender their Land.

Vide Bro. Surrender in toto. Fitz. Surrender in toto. Co. Lit. 338.

18. *Wills.*

Vide antea Wills.

To this we have spoken something before with reference to the Statute of 29 Car. 2. and therefore need add nothing further now.

But those who have a mind to see more here in, looking into *Swinburn's Treatise of Wills and Testaments*, and the *Orphan's Legacies*, may there at large satisfy their Curiosities, and instruct themselves of the Original and Nature of Last Wills and Testaments, both in the Civil and Common Law; the great Esteem and Respect that even Heathens, and the unciviliz'd parts of the World hath at all times had to them, as well as Christians.

The Introduction.

(41)

As also in them you will see several Rules laid down for expounding *Wills* and *Testaments*, with a large Collection of Cases therein ; as well out of the Old as Modern Reports of the Common Law ; as Codes of the Civil and Canon Law ; before will insert nothing further here concerning them.

Having spoken to the several Deeds premised : now remains to speak of the Formal parts of Deeds, before we come to the Presidents themselves.

It is to be noted therefore, That in most of our Deeds and Instruments as are before treated there are to be observed Formal and Orderly parts ;

1. The Premisses.
2. The *Habendum*.
3. The *Reddendum*.
4. The Warranty.
5. The Conditions.
6. The Covenants.
7. The Conclusion.

1. *The Premisses.*

The Office whereof is rightly to set down the Premisses, the name of the Feoffor, Grantor, Lessor, &c. Feoffee, Grantee, Lessee, &c. and to comprehend the certainty of the thing granted or leased. And herein (in some Deeds) there is also a recital of some things ; and in some Deeds, an exception of some part of the thing granted before by the Deed.

The Introduction.**2. The Habendum.****Habendum.**

The Office whereof is to Name again the Feoffee, Lessee, &c. and to set forth what Estate he shall have, and for what time he shall hold the thing given or granted.

3. The Reddendum.**Reddendum.**

Which reserves some new thing to the Grantor, &c. and is usually made by the Words :

Yielding.

Paying.

Doing.

Reserving.

Finding, &c.

4. The Warranty.**Warranty.**

Which is a Covenant Real, annexed to Land or Tenements, whereby a Man and his Heirs are bound to warrant the same. Co. Lit. 365.

There are two kind of Warranties.

Express.

1. A Warranty in Deed, or an Express Warranty. i. e. When a Fine or Feoffment by Deed is levied or made in Fee, or a Lease for Life is made by Deed, and hath an express Clause of Warranty contained in it ; as when a Conusor Feoffor or Lessor, doth Covenant to Warrant the Land to the Conusee, Feoffee or Lessee, which is in these Words ; *Ego H. Y. & Hæredes mei Warrantizabimus & imperpetuum defendemus*

R. G.

G. & Hæredibus suis tenementa prædicta, contra omnes homines imperpetuum.

A *Warranty in Law*, or an *Implied Warranty*; Implied. which is, when it is not expressed by the Party, but tacitly made and implied by the Law. Co. 2, 4, 81, 365.

The Fruit and Effect of *Warranty in Deed* is, The Effect that it doth always conclude and bar the War- thereof. rantor himself of the Land so warranted for ever; that all his present and future Rights that he hath or may have therein, are hereby extinct, Lit. 265, 284, 365, 372.

The words *Dedi & Concessi*, or *Dedi* only, in a conveyment, when an Estate of Franktenement or inheritance doth pass by the Deed, make a good Warranty: But the word *Concessi* only doth not make such a Warranty. Co. 383, 384.

But Note, That the Word *Warrantizo*, or *Warrant*, is the only apt and effectual Word to make an *Express Warranty*, or *Warranty in Deed*, and therefore this Word only is used in Fines: and the Words *Defendo* or *Acquieto*, albeit they are commonly used in Deeds, yet of themselves, without the other, will not make a Warranty. 11. Sect. 733. 5 Co. 17, 18.

5. The Conditions.

There are divers kinds of *Conditions*, as is before observed: For some are in Deed or Express, and some are in Writing. when the Condition is expressed by the Party in legal Terms and by express Words in Writing, or without Writing knit to the Estate; As if I enfeoff a Man of Land, rendring Rent at a day on Condition, *That if it be not paid, it shall be lawful for me to re-enter.* Conditions.

Some are in *Law*, or *Implied*; which relate not to this place.

And some of them are *Subsequent* and *Executory*, *i. e.* when the Estate is Executed, but the Continuance thereof dependeth upon the breach or performance of the *Condition*; As where a Lease is made for Years, on Condition, *That the Lessee shall pay 5 l. to the Lessor at Christmas, or else his Lease shall be void*; and in this Case by the performance of the *Condition*, the Estate is held and kept.

Some of them are in the *Affirmative*, *i. e.* that do consist of *Doing*; as providing, *That the Lessee shall pay the Rent, or pay 20 l. to the Lessor, &c.*

And some in the *Negative*, *i. e.* that consist of *Not doing*; as provided, *That the Lessee shall not alien, &c. (cum multis aliis.)* Co. 201.

Conditions annexed to Estates, are sometimes so placed and confounded amongst *Covenants*, sometimes so ambiguously drawn, and at all times have in their Drawing so much Affinity with Limitations, that it is hard to discern and distinguish them. Know therefore, That for the most part *Conditions* have conditional Words in their Frontispiece, and do begin therewith; and that amongst these Words, there are three Words which are most proper, which in their own Nature do make the Estate Conditional, as *Proviso, Ita quod, Sub Conditione.* Co. 2. Co. Lit. 204. 27 H. 8. 16. Lit. Sect. 328. 329, 330, 331. *Vide ante* in Condition.

Note, A *Condition* hath no proper place assigned in a Deed; howbeit (for the most part) it is placed next after the *Habendum*, or next after the Reservation of the Rent.

6. *The Covenants.*

Covenant is the Agreement or Consent of two or more in Writing, Sealed and Delivered, whereby either or one of the Parties doth promise to other, that something is done already, shall be done afterwards.

Note, as to the substance of a Covenant.

A **Covenant** to do any thing that for the Substance and Matter of it is Lawful, or not to do any thing that for the Matter of it is Unlawful, is good : As if the Grantor Covenant, That he seized or possessed of a good Estate of and in the Thing he doth Grant, and hath power to grant it: That the Grantee shall quietly enjoy. That it is and shall be free from Incumbrances ; That he will make further Assurance, need be : That if the Grantee be evicted, he shall pay no Rent ; That the Grantee shall pay Rent : That he shall discharge all Dues, and be and keep harmless the Grantor: That he shall not alien the Thing granted ; or if he do, that the Grantor shall have the first Refusal thereof : That he shall do no Waste : That he shall have House-boot, Hay-boot, &c. That the Grantor or Grantee shall repair the Old House, or build New : That he shall pay and discharge all Rents and Payments issuing out of the Land : That he shall not fell Trees ; or if he do, That he shall pay to the Grantor so much in Money for every Tree : That if he fell Under-wood, he shall Fence it ; That he shall make an Estate of Land ; That he shall be quit of

of any Suit, Service or Payment : That he shall give sufficient Security to R. G. for an Hundred pound he doth owe him ; And all these and the like *Covenants* are good.

Covenant
Unlawful.

But if the Matter required to be, or not to be done by the Covenant, be for the Substance thereof Unlawful, then is the Covenant void and doth not bind : And therefore if one Covenant to Kill or Rob a Man ; or to break the Peace, or to Fore-stall Corn, or the like ; this Covenant is void.

Vide West. Symb. 1st Part Toto. Plowd. 302, 308. 27 H. 8. 16. Dyer 13, 251, 324, 353.

Nota, All Covenants are to be made on either side, according to every several Contract ; as, *To save harmless, To be seized in Fee, &c. To have Power to sell, &c.*

Words.

The Words of Covenant are, *Covenant, Grant, Promise and Agree*, expressing the thing agreed upon by apt Words.

7. The Conclusion.

Conclusion.

In cujus rei Testimonium ; In Witness whereof, &c.

This Clause is added as a preparatory Direction to the Sealing of the Deed : For Sealing is Essentially required to the perfection thereof, because it doth plainly shew the Parties Consent to, and Approbation of what is therein contained.

Date.

And Note, That the *Date* of the Deed, which is the description of the Time in which the Deed was made, either by the Year of the Lord, or the Year of the Prince's Reign may be placed in the *Conclusion*, and is so most usually in all *Deeds Poll* ; but otherwise in *Deeds Indented*.

And

And here take notice, That a Deed is good although in the Close thereof, *In cujus rei Testimonium sigillum meum apposui*, be omitted ; and albeit there be no mention made in the same, (that the Deed was Sealed and Delivered) so as (Truth it be duly Sealed and Delivered) and the Sealing and Delivery can be proved.

Also a Deed is good, albeit it mention no time or place of Date, or making or having a False Date, *i. e.* be Dated at one time and Delivered at another ; and although it hath an impossible Date, as the 30th of *February*, or the like ; For anciently (until the Time of *Ed. 2.* and *Ed. 3.*) the Deed had no Date, because the Law was then held to be, That if a Deed was Dated before the Time of Memory, it was not pleadable except it were of Record ; but it might have been given in Evidence. But he that doth plead such a Deed without any Date, or with such an impossible Date, must set forth the Time when it was Delivered. *Co. 2. 5. 8. Dyer 28. Perk. Sect. 120. Co. Lit. 6.*

Further Observe, That to the making of a good Deed, are required ;

1. *Writing.*

First, Legible and Formal Writing, in Paper Writing, or Parchment, before Sealing and Delivery. But it may be Written in any Language, or in any Hand ; And therefore it is held, That a Deed written in French or Latin and in Text, Court or Roman Hand, is as good as a Deed written in English and in a Secretary Hand. *Perk. Sect. 123, 125. Co. 225.*

2. *Persons.*

2. *Persons.***Persons.**

That the Person making it, be able to give, grant, make or do the thing contained in it; and likewise, That the Person to whom it is made, be capable of the Thing to be given, granted, made or done thereby: For if it be made or done by or to any such Persons as are disabled; As Infants, Aliens, Women Covert, Persons attainted of Treason or Felony, Ideots, and such like, it will be void in all or part. 11 Co. 73. Plowd. 555. Perk. Sect. 1. 19.

3. *Reading the Deed.***Reading the Deed.**

That if the Party that is to Seal the Deed, be a Blind or an Illiterate Man, and desire to hear it read, it is requisite it should be read to him without any Variation: For if such Person Seal a Deed, and desires to hear the Contents, and it be not done, though he doth Seal and Deliver it, this is no good Deed; or if it be read to him falsely, and otherwise than in truth it is, it will be void, at least for so much as is misread or misdeclared. Co. 2. 9. 3. 14 H. 8. 26.

4. *Sealing.***Sealing.**

That it be Sealed: For a Writing cannot be said to be a Deed, if it be not Sealed; although it be Written and Delivered, it is but an *Escrow*.

Note therefore, That if a Deed be never so well written before, and delivered afterwards; yet if it be not Sealed between the Writing and Delivery,

Delivery, it is not a good Deed. *Perk. Sect. 130,*
131, 134.

5. Delivery.

That there be a Delivery of it : For though it Delivery.
 is never so well sealed and written, yet is the
 Deed of no force, if not delivered, *2 Co. 4, 5.*
Perk. Sect. 137. 9 H. 6. 37.

A Deed may be delivered to the Party him- To whom.
 self to whom it is made, or to any other, by suf-
 ficient Authority from him. And it may be de-
 livered either absolutely and positively to, or to
 the use of the Party : Or Conditionally, as an
 Escrow to another. *Dyer 167. Co. Lit. 3, 5, 26,*
6, 119.

Note, That the Delivery of a Deed, as an An Escrow.
 Escrow ; is said to be where one doth make and
 seal a Deed and deliver it unto a Stranger, until
 certain Conditions be performed, and then to be
 delivered to him to whom the Deed is made, to
 take effect as his Deed that so delivered it. And
 so a Man may deliver a Deed, and such a deli-
 very is good.

But in this Case two Cautions must be re- Cautions.
 garded :

1. That the Form of Words used in the De-
 livery of a Deed in this manner, be apt and
 proper.
2. That the Deed be delivered to one that is
 a Stranger to it, and not to the Party him-
 self to whom it is made.

The Words therefore that are used in the
 Delivery must be after this manner :

I deliver this to you as an Escrow, to Deliver to
the Party as my Deed upon Condition that he do deli-
ver

The Introduction.

ver you 10 l. for me; Or, Upon Condition that I doth deliver up the old Bond be hath of mine for the same Money: Or as the Case is.

So when the Conditions are performed, and the Deed is delivered over, then the Deed shall take as much effect as if it was Delivered immediately to the Party to whom it is made. 19 H. Kelw. 88. 14 H. 8. 22. Perk. Sect. 140, 141, 143, 144.

6. Good Foundation.

Good Foundation, &c.

That it have a good Foundation, and be to a good End; For albeit that a Deed have all the Qualities of a good Deed before required, viz. That it be well Made, Read, Sealed and Delivered; yet it may be Void, or at least voidable for other Causes, as when it is either unjustly gotten and obtained, or corruptly in pursuit and execution of some dishonourable Agreement, or to a dishonest end or purpose made. Co. 2. Perk. Sect. 16. Dyer 143. 45 E. 3. 6.

And lastly, Due Ceremony; as Attornment, Livery of Seisin, Inrolment, &c. (if the Case require it) must be done accordingly.

And thus (Courteous Reader) having given thee an Account of CONVEYANCING in General, as also of all manner of Deeds and Instruments therein used, with a particular Explanation of each of them, with their proper Nature and Effects, and an Account of the Formal and Orderly Parts of a Deed, and how and where each part is to be placed and inserted in the Deed it self; It now only remains, to give some Account of the Book it self, and the Precedents therein contained.

As to the Book it self, none who hath the
 best Knowledge in *Conveyancing* can deny the
 usefulness of it at this time, when *Conveyancing*
 is so much improved and carried so far, that it
 has become almost another thing, than what it
 was in former Times, and arrived to such a
 height and great perfection, That the Books of
 Presidents of *Conveyancing* formerly Printed and
 sold, are not any ways suitable to the present
 use or the Way of *Conveyancing* now altoget-
 her in Esteem; (except the Book of *Conveyances*
 that goes under my Lord *Bridgman's* Name)
 and therefore being such a Deficiency, it was
 thought advisable to Print this Collection of Pre-
 sidents (being first approved of by a late Reve-
 rend Judge) which was gathered together by
 an Ingenious and Careful Hand, (with no small
 trouble and Charge, and which (without Va-
 nity) may be said to be the Best and most Perfect
 Book of this kind now Extant, and which is
 therefore heartily Recommended to the Gentle-
 men Professors of the Common Law, who are
 only desired to suspend their Praises or Censures
 till such time as they have Perused and Read
 over the same, and then intirely submit it to their
 great Judgments; who, I am confident, will
 find no cause to blame what is here Published to
 the World.

As to the *Presidents* themselves here Collected
 together; most of them, if not all, I do Assure
 you, were Drawn or Perused by most of the
 greatest Hands or Judgments of this present Age,
 the greatest part of whom are now Living, and
 that upon great and emergent Occasions; some
 to continue the Name of Great Families, and
 that the Estate might go along with and support
 the Honour; others to provide for younger Chil-
 dren, and to prevent extravagant Persons from
 making

making away their Estate from their Posterity, many of them Marriage Settlements, with extraordinary Provisions and Limitations: All of them in General, upon your Perusal, you will find of great weight, and very useful and fit for most Occasions that may happen, and such as may be relied on with great Safety.

I shall not longer detain the Courteous Reader from the Book it self, having already (I fear) too far trespassed on your Patience: All I shall request from you is, To Read over the Presidents herein contained with Care, and a thorough Consideration of each of them, and I then dare say, You will have the same Esteem of them that I have, who truly (for my own part) must and will own, That since I first became Master of the Book it self, I have found my self not a little Improved in things of this Nature; and by Experience, That there is great Pleasure as well as Profit in them, in making an extream Easiness both in Understanding or Drawing any thing of the like kind; and which gave the first Conception of Publishing Them to the Word: And that therefore You may receive the same Benefit by them, or something of the like Nature which the Publisher hath had, the Whole is once again earnestly Recommended by him to Your serious Perusal.

Vale.

T H E

of 10 90 2

Modern Conveyancer, &c.

Annuities.

Special Grant of an Annuity by Lease to a Woman for Service done, to commence after Grantor's death, one moiety of it to cease upon her Marriage, with a Clause, That if Grantor be minded at any time during his life to revoke his Grant, he may do it upon tender of Six pence.

THIS Indenture made, &c. Between Dame, &c. J.C. of, &c. Widow, of the one part, and S.W. of D. in the County of G. Spinster of the other part; Witnesseth, that the said J. C. as well for and in Consideration of the true and faithful Service done and performed by the said S. W. for the said J. C. for several Years last past; as also for divers other good Causes and Considerations him the said J. C. thereunto especially moving, hath given, sold, granted, set and to Farm let, and by these presents doth demise, grant, set and to Farm let unto the said S. W. and her Assigns, all that the moiety of the Manor of S. in the County of G. afore-

B

saith

Annuities.

said, with the rights, members and appurtenances thereof, situate and lying in the Parishes M. and S. or in one of them; and also the moiety of all those four Messuages, one Water Course Mill in M. aforesaid, and the Advowson of the Church of S. aforesaid, together with all Liberties, Franchises, Priviledges, Rents, Services, Hereditaments and Appurtenances whatsoever, to the said Premisses or any of them belonging, or in any wise appertaining, &c. To have and hold the said moiety of the said Manor and Premisses, with their Appurtenances, unto the said S.W. and her Assigns, immediately from and after the death of the said J. C. unto the full end and term, and for and during the whole term of 60 years thence next ensuing, and fully to compleat and ended, (if the said S. W. shall long live;) yielding and paying therefore yearly and every year during the said term, unto the Heirs and Assigns of the said J. the Rent or Sum of one Pepper Corn at the Feast of St. *Micb. Archangel*, if it shall be lawfully demanded. Provided nevertheless, and it is fully and absolutely agreed by and between the said parties to these presents, That if the Heirs and Assigns of her the said J. C. do and shall yearly and every year, during the continuance of the Demise and Grant hereby made, (if the said S. W. shall so long live, and remain, continue and be sole and unmarried,) well and truly satisfie and pay, or cause to be paid unto the said S.W. or her Assigns the Annual Sum of 20*l.* of lawful Money of *England* at the four most usual Feasts in the year that is to say, The Feast of, &c. by even and equal portions, the first payment to commence and to be made at the first of the said Feast-day which shall first happen to come next after the death of the said J. C. But if the said S.W. shall

happen

Reddena.

Proviso. The Grantor upon payment of yearly Sums to the Grantee, to hold the Land.

Annuities.

3

happen to be intermarried with any person be-
 fore or at any time during the continuance of
 the said Demise and Grant herein before made, that
 the said annual or yearly Sum of 20 *l.* shall
 be paid and determine; and that then and from
 thenceforth, during the continuance of the De-
 mise and Grant aforesaid, if the Heirs and As-
 signs of the said J. C. shall yearly and every
 year, during the continuance of the said Demise
 and Grant, pay unto her the said S. W. and her
 assigns, the only Annual Sum of 10 *l.* of lawful
 money of *England*, at the four Feast days afore-
 said proportionably, as aforesaid, the first pay-
 ment thereof to be made at the first of the said
 Feast-days, hapning after the said Marriage of
 the said S. W. and death of the said J. C. then and
 as long as the before-mentioned payments upon
 the Proviso and Agreement aforesaid, are or shall
 be made and performed, or that every of the
 said payments shall be made and perform'd with-
 in twenty days next after every of the said Feast
 days, it shall and may be lawful to and for the
 Heirs and Assigns of her the said J. C. and every
 of them, to hold and enjoy the said herein be-
 fore demised and granted premisses, and every
 part thereof, and the Rents, Issues and Profits
 thereof, to take and receive to their and every of
 their own proper uses and behoofs; any thing in
 these presents contained to the contrary thereof
 in any wise notwithstanding. Proviso of Re-
vocation of the
Grant.
 Provided further, that if the said J. C. shall at any time during
 her Natural life be minded or disposed to revoke
 or make null this present Demise and Grant,
 then and upon payment and tender of One
 thousand of lawful money of *England* by her the
 said J. C. or any other for her by her appoint-
 ment and in her life-time only, unto her the
 said S. W. or in her absence upon part of the

B 2
afore-

Annuities.

aforesaid demised premises for her, and to the intent and purpose to annihilate and make void this present Demise and Grant, that then and from and after the same payment, or tender of payment, this present Demise and Grant and every thing therein contained, to be utterly void, frustrate, and of none effect, to all intents, constructions and purposes whatsoever. In witness whereof the said parties to these present Indentures have interchangeably set their Hands and Seals the day and year first above written.

A Grant of an Annuity in performance of a Decree in Chancery, by the Trustees of the Estate of a Husband deceased, to his Widow, to charge Lands only. By Sir W. J.

Recital of the
Decree.

THIS Indenture, &c. Between A. S. of, &c. and J. N. of, &c. of the one part, and N. P. Widow and Relict of S. P. late of, &c. deceased, of the other part. Whereas in and by one Decretal Order or Decree made in the High Court of Chancery the day of by the Right Honourable Sir O. B. late Lord Keeper of the Great Seal of England, it was Ordered and Decreed That the said A. S. and J. N. Trustees of the Estate of S. P. &c. deceased, should before the 29th day of, &c. by good Conveyance in Law convey and assure unto the said N. P. one Annuity or Yearly Rent of, &c. for the term of her Natural life, to be issuing out of and chargeable upon the Lands and Hereditaments in the said Decretal Order mentioned to be paid at the usual Feasts in the year, that is to say, at Michaelsummer and Christmas, by equal portions, as and by the said Decretal Order, relation being thereunto had, may appear. Now this Indenture

with

Annuities.

5

Witnesseth, That the said A. S. and J. N. in pursu-
ance and performance of the said Decretal Or-
der or Decree, have granted and confirmed, and
these presents do Grant and Confirm unto **Grant.**
the said N. P. and her Assigns, one Annuity or
yearly Sum of, &c. of good and lawful Money
of *England*, to be going and issuing out of and
chargeable upon all that Farm, Messuages, Lands,
Tenements, Woods and Hereditaments, situate,
lying and being in the Precincts or Territories of
in the County of S. in the tenure or occupation
of N. N. or his Assigns, and out of all other the
Lands, Tenements, and Hereditaments which
were late the Lands, Tenements and Heredita-
ments of the said S. P. in H. aforesaid: To have, **Habendum.**
hold, perceive and enjoy the said Annuity or
yearly Rent of, &c. unto her the said N. P. and
her Assigns, for and during the term of her Na-
tural life, to be issuing out of the Rents, Issues
and Profits of the Messuages, Lands and Heredi-
taments above-mentioned, and to be paid to her
the said N. P. or her Assigns, at four Quarterly
payments, that is to say, at the Feast of the
Nativity of our Lord God, the Feast of the
Annunciation of the Blessed Virgin *Mary*, the
Feast of St. *John Baptist*, and the Feast of St. *Mi-
chael* the Archangel, by equal portions. And
they the said A. S. and J. N. have put the said N. P.
in full and actual possession and seisin of the said **Delivery &
Seisin.**
Annuity or yearly Rent, by the payment of 6 *d.*
of lawful money of *England*, to her the said N. P.
at the time of the enfealing and delivery of these
presents, in the Name of Seisin and Possession
thereof. And if it shall happen the said Annuity
or yearly Sum of, &c. or any part thereof to be **Clause of
Distress.**
behind and unpaid by the space of 20 day next
after any of the aforesaid Feasts or times of
payment before-mentioned and appointed for

Annuities.

payment thereof, being lawfully demanded upon the said premises, that then and from thenceforth, and at all times thereafter, it shall and may be lawful to and for the said N. P. and her Assigns into the said Messuages, Lands, Hereditaments and Premises before in and by these presents charged with the said yearly Rent or Sum, and into every part thereof, to enter and distrain and the Distress and Distresses then and there found, to lead, drive, take and carry away, abate to impark and impound, and the same in power to detain and keep, until the said Annuity or yearly rent or sum, and all Arrearages thereof (any shall be) unto the said N. P. or her Assigns shall be fully satisfied, contented and paid. Provided always, That neither this present writing nor any thing therein contained, doth or shall in any manner extend it self to charge the persons of the said A. S. and J. N. or either of them, their or either of their Heirs or Assigns, by any Writ or Writs, Action or Actions of Annuity or otherwise. But it is hereby declared to be, and the true intent and meaning of the same is, to charge the said Messuages, Lands and Hereditaments above-mentioned, with the said Annuity or yearly Rent or Sum, and no otherwise, nor in any other manner. And the said A. S. and J. N. for themselves, their Heirs and Assigns, do covenant, promise, grant and agree to and with the said N. P. her Executors, Administrators and Assigns by these presents, That it shall and may be lawful to and for her the said N. P. and her Assigns, during the term of her Natural life, peaceably and quietly to receive, perceive, take and enjoy to her own use the said Annuity or yearly Sum of, &c. at the respective Feasts and times before-mentioned and limited, and in form as aforesaid, without any lawful let, suit, eviction, molesta-

Proviso, not to charge the persons of Grantors.

Covenant for quiet Enjoyment.

destitution, interruption, disturbance or denial whatsoever, of them the said A.S. and J.N. their Heirs or Assigns. And also, That they the said S. and J.N. and the Heirs of the Survivor, shall will at any time during the term or space of years, next ensuing the date of these presents, the said N. P. shall so long live) at the reasonable request, and costs and charges of the said P. or her Assigns, make, do, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further act and acts, thing and things, assurance and assurances in the Law whatsoever, for the further, better, more sure and perfect granting and assuring of the said Annuity or yearly sum of, &c. unto her the said N. P. and her Assigns, as by her or their Counsel learned in the Law shall be reasonably devised, advised or required; so as no person for doing thereof be compellable to Travel above ten Miles from the place of his respective abode or habitation. In witness, &c.

Grant of an Annuity with Proviso, That upon payment of such an entire Sum at such a time, the Annuity to cease.

THis Indenture made, &c. Between Sir J. B. of, &c. of the one part, and J. A. of, &c. of the other part, Witnesseth, That the said Sir J. B. for and in Consideration of the full Sum of, &c. of lawful money of *England*, to him before the sealing and delivery of these presents by the said J. A. well and truly satisfied, contented and paid, the receipt whereof he doth hereby acknowledge, and thereof, and of every part thereof, doth hereby acquit, exonerate and discharge the

Annuities.

The Grant.

**Habendum for
years.**

**Clause of Di-
stress.**

said J. A. his Executors and Administrators
Hath given, granted and confirmed, and by these
presents doth give, grant and confirm unto the
said J. A. and his Assigns, one annuity or yearly
Rent of &c. of lawful money of *England*, issuing
and going out, and to issue and go out of
and singular the Messuages, Lands, Tenements
Meadows, Clofes and Hereditaments, with the
and every of their Appurtenances of him the
said Sir J. B. situate, lying and being in S. in the
County of Y. or in the Fields, Precincts, Ter-
ritories or known places of S. aforesaid, by
whatsoever name or names the same are called
or known, and in whatsoever tenures, possession
or occupations the same or any part thereof
now are in: To have and to hold, permit and
enjoy the said annuity or yearly Rent of, &c.
of lawful money of *England*, and every part and
parcel thereof unto the said J. A. his Executors
and Assigns, for and during the term of years
fully to be compleat and ended, the said an-
nuity or yearly Rent to be paid at four Quar-
terly payments; that is to say, at the Feast of, &c.
the first payment to be made upon the Feast-
day of, &c. next ensuing the date hereof. And
it shall happen the said annuity or yearly Rent
of, &c. or any part thereof to be behind or un-
paid in part or in all, by the space of 30 days
over or after any of the Feast-days whereon
the same ought to be paid as aforesaid, that
then and from thenceforth it shall and may be
lawful to and for the said J. A. his Executors and
Assigns, into the said Messuages, Lands, Tene-
ments and Hereditaments, with the Appurte-
nances, before by these presents mentioned to be
charged, and into every part and parcel thereof,
to enter and distrain; and the Distress and Di-
stresses then and there found, to take, carry, lead

Annuities

drive away and impound, and such Distresses
 and Distresses then and there found to detain
 and keep until the said Annuity or yearly Rent,
 and every part thereof, and all the arrearages
 thereof (if any be) shall be fully satisfied and
 paid. And the said Sir J. B. for himself, his Heirs, That Grantor
 Executors and Administrators, doth Covenant, is sealed in Dec
 and agree to and with the said J. A. his of premises
 Executors and Assigns, and to and with every free from Inc
 of them by these presents, that he the said Sir J. umbrances
 at the time of the enfealing and delivery of
 these presents, is lawfully and rightfully seized
 of a good, sure, lawful and indefeazible Estate
 of Inheritance in Fee-simple, of and in all and
 singular the said Messuages, Lands, Heredita-
 ments and Premises free from all manner of
 former and other Charges, Engagements and
 Incumbrances whatsoever, which shall or may
 hinder or let the lawful taking and enjoying the
 said Annuity or yearly Rent, or any part
 thereof. And that the said Messuages, Lands,
 Hereditaments and Premises herein mentioned
 be charged, now are, and so at all times
 hereafter, during the said term, shall remain,
 continue and be overt, sufficient and liable to
 and for the Distress and Distresses of him the
 said J. A. his Executors and Assigns, for the
 payment of the said Annuity or yearly Rent be-
 fore by these presents mentioned to be granted,
 and every part thereof, and for the Arrearages
 thereof, from time to time, if any shall happen
 to be. Provided nevertheless, it is the true in-
 tent and meaning of these presents, That if the
 said Sir J. B. his Heirs or Assigns, do or shall well
 and truly satisfy, content and pay, or cause to be
 well and truly satisfied, contented and paid unto
 the said J. A. his Executors or Assigns, the full sum
 of &c. of lawful money of England at one entire
 pay-

Proviso, to be
 void upon
 payment.

payment, in and upon the day of, &c. which shall be in the Year of our Lord God, &c. then this present Deed, or Grant of Annuity to be frustrate, void and of none effect, to all intents and purposes: But if default of payment shall be made of the said sum of, &c. on the said day of, &c. aforesaid, then this present Deed of Grant, and every Clause therein contained to be, stand and remain in full force and virtue. In witness, &c.

An Indenture containing a Grant of a Rent-charge by the Father to his Sons Wife before Marriage, in recompence of her Joyniture and Dower, issuing out of those Lands which should descend to the Son after the Father's death.

THis Indenture made, &c. Between J. H. the Elder of A. in the County of S. of the one part, and D. O. of K. in the County of L. of the other part; Witnesseth, that whereas it is meant and intended by and between the said parties to these presents, That J. H. the younger Son and Heir apparent of the said J. H. the Elder, shall marry and take to Wife the said D. and that the said D. shall likewise marry and take to Husband the said J. H. the younger. And to the intent that the said D. shall after the death and decease of the said J. H. the younger, if she shall happen to survive him, be provided of a competent Portion to maintain her self, and in lieu and recompence of her Joynture and Dower, of all the Lands, Tenements and Hereditaments whereof the said J. H. the Younger shall hereafter happen to be seized during the Coverture between him and the said D. whereof by the Laws of this Realm the said D. is to be endowed after the death of the said J. H. the younger; The said J. H. the elder

which hath given and granted, and by these pre-Grant.
 sents for him and his Heirs doth give and grant
 unto the said D. one Annuity or yearly Rent-
 charge of, &c. of good and lawfully money of
 England, to be issuing, going, and yearly pay-
 able unto the said D. and her Assigns, from and
 immediately after the death and decease of the
 said J. H. the younger, out of all that the Manor
 A. with the Appurtenances, set, lying and be-
 gin L. in the County of S. And out of all Mes-
 sages, Lands, Tenements, Meadows, Leasows,
 Pastures, Feedings, Commons and Hereditaments
 to the said Manors belonging, or in any wise ap-
 pertaining: To have, hold, perceive and enjoy *Habendum.*
 the said Annuity or yearly Rent of, &c. and
 every part thereof unto the said D. O. and her
 Assigns, from, and immediately from and after
 the death and decease of the said J. H. the
 younger, for, by and during the Natural life of
 the said D. O. the said Annuity or Rent-charge
 to be paid unto the said D. O. and her Assigns,
 at four most usual Feasts in the year, (that is to
 say,) &c. the first payment of the said annuity or
 yearly Rent-charge to be made at the first of the
 said Feasts that shall next happen to be after the
 death and decease of the said J. H. the younger.
 And if it happen the said Annuity or yearly
 Rent-charge of, &c. or any part or parcel thereof
 to be behind and unpaid after any of the said
 Feasts in which the same ought to be paid as
 aforesaid, by the space of ten days; That then
 and so often the said J. H. the elder, and his Heirs
 and Assigns, shall lose and forfeit unto the said
 D. O. and her Assigns the sum of 3 s. of good and
 law money of England, for and in the name of
 a Pain or Penalty; and that then and at all times
 after, it shall and may be lawful to and for the
 said D. O. and her Assigns, into the said Manor
 and

A Penalty of
 3 s. if the rent
 be not paid
 within 10 days
 after it is due.

Annuities.

A Clause of
Distress for the
Annuity, as also
for the *Nomine*
penae.

A Covenant,
That if the
Son dye lea-
ving Children,
his own Father
shall keep
them during
life.

and other the Premises aforesaid, with the Appurtenances, or into any part or parcel thereof to enter and to distrain, as well for the said Annuity or yearly Rent-charge, which shall happen to be behind and unpaid, as also for all and every Sum and Sums of Money to be lost and forfeited for Non-payment of the said Annuity or Yearly Rent-charge, or any part or parcel thereof, for and in the name of a *Pain*, as aforesaid: And the Distress and Distresses then and there found and taken, to lead, drive and carry away, and the same to detain and keep in their custody and possession, until that the said D. O. or her Assigns shall be of the said Annuity or yearly Rent, with Arrerages thereof (if any shall happen to be) and also of all and every sum and sums of Money to be lost and forfeited for and in the name of a *Pain*, for not paying of the said Annuity or yearly Rent charge, or of any part or parcel thereof, within the space of Ten days next after any of the said Feasts fully satisfied, contented and paid. And the said J. H. doth for himself, his Heirs, &c. Covenant, promise and grant, to and with the said D. O. &c. That if the said J. H. the younger shall happen to dye in the life-time of the said J. H. the elder, having any Child or Children by him the said J. H. the younger, of the Body of the said D. begotten then living, that then he the said J. H. the elder shall and will at his own costs and charges, during the life of the said J. H. the elder, maintain and bring up the said Child and Children, and every of them, and thereof, and of the charges thereof, shall and will acquit, exonerate and discharge the said D. during the life-time of the said J. H. the elder: And if both the said J. H. the elder and J. H. the younger shall dye, leaving the said D. and having any Child or Children by the

the said J. H. the younger of the Body of the said D. begotten, then also living at the time of the death of the said J. H. the younger; Then for better maintenance and bringing up of the said Child or Children after their death, the said J. H. the elder doth by these Presents give and grant unto the said D. O. one other Annuity or yearly Rent-charge of 10 l. of lawful money of *England*, to be issuing, going, and also yearly payable to the said D. or her Assigns, out of all the said Manors of A. and out of all Messuages, Lands, Tenements and Hereditaments to the said Manor belonging, situate. (*ut supra*) &c. for, by and during the natural life of the said D. if she the said D. shall have any Child of her Body of the said J. H. the younger begotten, so long living, the said Annuity or yearly Rent of 10 l. to be yearly paid at the said four most usual Feasts or Terms in the year, by equal portions; the first payment thereof to be made at the first of the said Feasts that shall next happen to be after the deaths and the deceases of the said J. H. the elder and J. H. the younger. And if it happen the said Annuity, &c. (*as is aforesaid*, to Distrain, &c.) In Witness, &c.

A Covenant,
That if both
the Husband
and the Father
dye, leaving
the young Wife
and any Child
begotten by
the Husband,
then she is to
have 10 l. a
year more out
of the same
Land.

See the Second Part of the *Modern Conveyancer*, Tit. *Annuity*, where there are variety of the like Presidents.

A Sr.

*A Security for the payment of an Annuity or Rent
charge for seven Years, by Assignment of the
Terms for Lives, and a Term for Years, by way of
Lease and Release, with good Covenants: Ver-
Judiciously drawn by Sir M. H.*

The Lease
or Bargain
and Sale for
a year.

Consideration.

Grant.

THIS Indenture made, &c. Between G. B. of, &c. in the County of, &c. and P. C. of W. in the County of D. Spinster, one of the Daughters of the said G. B. on the one part and T. J. of A. in the County of S. and F. B. of, &c. on the other part, Witnesseth, That the said G. B. and P. C. for and in Consideration of the sum of, &c. of good and lawful money of *England* to them in hand paid by the said T. J. and F. B. before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and thereof do acquit and discharge the said T. J. and F. B. their Executors and Administrators by these presents. And for other good Considerations them thereunto moving, Have granted, bargained and sold, and by these presents do, and each of them doth grant, bargain and sell unto the said T. J. and F. B. their Executors and Administrators, all those, &c. with all and singular Leasows, Pastures, Feedings, Woods, Under-woods, Barns, Stables, Houses, Out-houses, Edifices, Buildings, Yards, Orchards, Gardens, Commons, Commodities and Appurtenances whatsoever, to the said demised premises belonging, or at any time heretofore held, occupied or enjoyed therewith. All which said premises are situate within the said County of D. and also all those demesne Lands and Grounds of W. aforesaid, in the said County of D. sometimes demised to P. N. with all and singular Lands, Meadows, Closes, Pastures, Feedings, Commons, Common of Pasture,

Annuities.

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sture, Grounds arable and not arable, Commodities, Profits, Emoluments and Appurtenances whatsoever to the same belonging or appertaining, now or late in the tenure or occupation of the said P. C. her Assigns or Under-tenants; and the Reversion and Reversions, Remainder and remainders of all and singular the said premises, and all yearly and other Rents and Profits reserved upon any demise made of the same, or of any part or parcel of them. To have and to hold *Habendum:* the said, &c. and all and singular other the before mentioned premises, with their and every of their Appurtenances, unto the said T. J. and F. B. their Executors, Administrators and Assigns, from the day next before the date hereof, unto the full end and term of One whole year from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore the Rent of one *Pepper-Corn* only on the Feast-day of *St. Michael* the Archangel, if it shall be demanded; To the intent and purpose, That they the said T. J. and F. B. by virtue thereof, and by force of the Statute for Transferring of Uses into possession, may be Tenants in possession of the premises, and be thereby enabled to accept a Grant and Release of the Freehold and Remainder of the same to them and their Heirs, to the uses, and upon the *Proviso* therein mentioned. In witness, &c.

The Release.

THIS Indenture made, &c. Between G. A. of, &c. in the County of, &c. and P. C. of, &c. in the County of, &c. Spinster, one of the Daughters of the said G. B. on the one part, and T. J. of, &c. in the County of, &c. and F. B. of, &c. on the other part. Whereas R. J. deceased, by his

Recital of the
Leases for
three Lives
to two.

Indenture bearing date the, &c. day of, &c. made between him the said R. I. on the one part and P. C. the elder, late Wife of the said G. B. deceased, and the said P. C. party to these presents on the other part, for the Consideration there mentioned, Did demise, grant and to Farm unto the said P. C. the elder, and the said P. C. parties to these presents, their Heirs and Assigns, all those, &c. with all and singular Leasows, Pastures, Feedings, Woods, Under woods, Barns, Stables, Houses, Out houses, Edifices, Buildings, Yards, Orchards, Gardens, Commons, Commodities and Appurtenances whatsoever, to the said demise Premises belonging, or at any time then before held, occupied and enjoyed therewith. And which said Premises are situate within the County of, &c. and were late then before in the tenure of E. C. and E. C. or their Assigns; To have and to hold all and singular the said premises, with their Appurtenances whatsoever, unto the said P. C. the elder, and P. C. parties to these presents, their Heirs and Assigns, from the making of the said Indenture, for and during the Natural life of R. C. the elder, Gent. then aged about 24 years, A. A. Gent. then aged about 20 years, and the said E. C. then aged about 15 years, and the Life of the longest liver of them, under the several yearly Rents of, &c. and payable at the days and place in the said Indentures particularly expressed, and subject unto the Covenants, Provisoes, Conditions and Agreements therein also mentioned and declared, as in and by the same Indenture, relation being thereunto had, more at large may appear. And whereas the said P. C. the elder is since dead, by whose death the whole Term and Estate of and in the said Premises, by the said recited Indenture granted, as aforesaid, is now vested in and come unto the said

One dies.

P. C.

Party to these Presents by Survivorship. The other
 whereas also the said R. J. by his Indenture Lease to the
 ing date, &c. day of, &c. and made between Grantor for
 the said R. J. on the one part, and the said life.
 Party to these Presents on the other part;
 the considerations therein mentioned, Did
 ise, grant, and to Farm let unto the said P. C.
 y to these Presents, all those the Demesne
 ds, &c. with all and singular Lands, Meadows,
 es, Pastures, Feedings, Commons, Common of
 ure, Grounds arable and not arable, Com-
 dities, Profits, Emoluments and Appurtenan-
 whatsoever, to the same belonging or apper-
 ing, late then before in the tenure or occu-
 on of the said P. C. party to these presents,
 Assigns or Under-tenants. To have and to
 d all and singular the said demesne Lands,
 d other the premisses, with the appurtenances,
 to the said P. C. party to these presents, her
 irs and Assigns, from the making of the said
 enture, for and during the Natural lives of
 said P.N.E. his Wife, and R.C. the younger,
 d the life of the longest liver of them, under
 yearly Rent of, &c. payable at the days and
 ce in the said Indenture particularly men-
 ned; and subject to the several Covenants,
 ovisoes, Conditions and Agreements therein
 o expressed and declared, as in and by the said
 recired Indenture, relation being thereunto
 d, more at large may appear. Now this In-
 ture witnesseth, That for and in Considera-
 on of the sum of, &c. of good and lawful Mo-
 y of *England* to the said G.B. and P.C. party to
 ese presents, well and truly in hand paid by the
 d T. J. and F. B. before the sealing and deli-
 ry of these presents, the receipt whereof they
 hereby acknowledge, and thereof do acquit
 d discharge the said T. J. and F. B. their Exe-
 cutors

Considerations.

Grant.

cutors and Administrators by these Presents And for other good Considerations them the unto moving, they the said G.B. and P. C. party to these presents, Have granted, bargained, sold, aliened, released, assigned and set over, and these presents do, and either of them doth grant bargain, sell, alien, release, assign and set over unto the said T. I. and F. B. (in their actual possession now being, by virtue of a Bargain and Sale to them thereof made for one Year Indenture bearing date the day before the date hereof, and by force of the Statute for Transferring of Uses into possession) and to their Heirs, all those the before-mentioned, &c. all and singular the Lands, Tenements and Hereditaments whatsoever, in and by the said two several in part recited Indentures, or either of them respectively, mentioned to be granted to the said P.C. party to these presents; and the Reversion and Reversions, Remainder and Remainders of the said Premises, and of every part of them, and all yearly and other Rents and Profits whatsoever, reserved upon any Demise made of the said premises, or of any part or parcel of the same; and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, in and to the said G. B. and P. C. or of either of them respectively, in and to the said premises, or any part or parcel of the same, by force and virtue of the said recited Indenture, or either of them respectively, or otherwise howsoever together with the said several Indentures. They have and to hold the said, &c. and all and singular other the premises in and by the said first in part recited Indenture, mentioned to be demised and granted, and every part and parcel of the same, with their and every of their Appurtenances unto the said T. I. and F. B. their Heirs and

Habendum,
as to the first
Lease.

Affign

signs, unto the only use of them the said T. I. To the Gran-
 tees and their
 F. B. their Heirs and Assigns, for and during
 Heirs during
 natural lives of the said R. C. the elder, A A. their Lives.
 E. C. and the Life of the longest liver of
 Habendum as
 To have and to hold the said, &c. and all to the second
 singular other the premisses, in and by the Lease.
 second in part recited Indenture, mentioned
 be demised and granted, with their and every
 their Appurtenances, unto the said T. I. and
 B. their Heirs and Assigns, for and during the
 natural lives of the said P. N. E. his Wife, and
 C. the younger, and the Life of the longest
 of them, together with the same several in
 parts recited Indentures, under the several yearly
 rents, and subject to the respective Covenants,
 provisoes, Conditions and Agreements in and
 on the same two several in part, recited Inden-
 tures respectively mentioned and reserved. And
 Recital of the
 Lease for
 years.
 whereas likewise the said R. I. by one other Inden-
 ture bearing date the, &c. day of, &c. and made
 between him the said R. I. of the one part, and
 the said P. C. party to these presents on the other
 part, for the Considerations therein mentioned,
 did demise, grant, and to Farm let unto the
 said P. C. party to these presents, her Executors,
 Administrators and Assigns, all that, &c. with all
 singular Pastures, Feedings, Barns, Orchards,
 Meads, Out-houses, Edifices, Buildings, Yards,
 Gardens, Commons, Commodities, Profits, Ways,
 Paths, Passages, Easements, Emoluments and Here-
 ditaments whatsoever, to the premisses, or any
 part thereof belonging or in any wise apper-
 taining, or reputed, occupied or enjoyed as part
 or parcel thereof; which said demised Premises
 are situate, lying and being within the County
 of D. aforesaid; excepting and always reserving
 out of the said Indenture of Lease, all Woods,
 and Under-woods, within and growing upon the

Annuities.

Assignment of
the Term for
Years.

Habendum.

said demised premisses, and all Mines of Coal and Lead within the same: To have and to hold occupy and enjoy the said, &c. and all and singular other the premisses (except before excepted) unto the said P.C. party to these presents, his Executors, Administrators and Assigns, from the making, sealing and delivery of the said Indenture, unto the full end, and for and during the term of 21 years, under the yearly Rent of, &c. payable at the days and place in the said Indenture particularly mentioned, and subject to the several Covenants, Provisoes, Conditions and Agreements therein also expressed, as in and by the said last mentioned Indenture, relation being thereunto had, more at large may appear. Now this Indenture further witnesseth, That they the said G. B. and P. C. party to these presents, for the Considerations aforesaid, Have granted, bargain, sold, assigned and set-over, and by these presents, do, and either of them doth grant, bargain, sell, assign and set-over unto the said T. J. and F. B. their Executors and Administrators, and that the said, &c. and all and singular other the premisses in the said last in part recited Indenture mentioned, and intended to be thereby demised and granted, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Term for Years, Claim and Demand whatsoever of them the said G. B. or P. C. party to these presents, or either of them respectively in and to the same, by force and virtue of the said last in part recited Indenture, or otherwise howsoever, together with the same Deed: To have and to hold the said, &c. and all and singular other the premisses, with their Appurtenances (except as therein is excepted) together also with the said Indenture to the said T. J. and F. B. their Executors and Administrators from henceforth,

for

Annuities.

21

or and during all the residue of the said Term
 or 21 Years yet to come and unexpired, under
 the yearly Rent, Covenants and Agreements in
 the said Indenture mentioned and reserved.
 Provided always and upon Condition, That if *Proviso*, on
 they the said G. B. and P. C. party to these pre- payment of a
 sents, or either of them, their or either of their yearly sum for
 Heirs, Executors or Administrators, or any of seven years,
 them, shall well and truly pay or cause to be paid then the seve-
 into the said T. J. and F. B. their Executors, Admi- ral Grants and
 istrators or Assigns, the yearly Sum of, &c. of Assignments
 good and lawful Money of *England* yearly, and to be void.
 every year, for and during the term or time of
 years, to be accounted from the Feast of *Pen-*
cost, next ensuing after the date of these pre-
 sents, the same to be paid at two Feasts or Days
 of payment in the Year; that is to say, the Feast
 of *St. Martin* the Bishop, in Winter, and the Feast
 of *Pentecost*, commonly called *Whitsontide*, by
 equal portions; the first payment to begin and
 be made on the Feast of *St. Martin* the Bishop, in
 Winter, next ensuing after the date of these pre-
 sents, and the last payment to be made on the
 Feast of *Pentecost*, which shall be in the Year of
 our Lord, &c. And the said payments to be made
 at, or in the Common Dining Hall of the *Middle-*
Temple, London, without any defalcation or abate-
 ment to be made out of the said yearly pay-
 ments, or any of them, for or by reason of any
 Taxes, Charges, Assessments imposed or charged,
 or to be imposed or charged upon the said pre-
 mises, or any of them, or upon the said G. B.
 and P. C. their Heirs, Executors or Assigns, by
 reason of the said premises, or any of them, by
 Authority of Parliament, or by any other Au-
 thority or Authorities whatsoever, or for any
 other cause, matter or thing whatsoever, Then
 and from thenceforth this Indenture, and the

Annuities.

Covenant for
payment ac-
cording to
Proviso.

several and respective Assignments hereby made of the several and respective Estates, and every of them shall be utterly void and of none effect, this Indenture, or any clause, matter or thing therein contained to the contrary in any wise notwithstanding. And the said G. B. and P. C. party to these presents, for themselves and for their several and respective Heirs, Executors and Administrators, do jointly and severally Covenant and grant, to and with the said T. I. and F. B. their Heirs, Executors, Administrators and Assigns, by these presents, that they the said G. B. and P. C. party to these presents, or one of them, their, or one of their Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said T. I. and F. B. their Executors and Administrators, for and during the said term or time of seven years before mentioned, the said yearly sum of, &c. and every part thereof, at the days and place, and in such proportions as in the Proviso or Covenant before mentioned is limited and expressed for payment of the same, without any deduction or abatement out of the said yearly Sum, or any part thereof, for Taxes, Charges, Assessments, or for any other cause, matter or thing whatsoever, according to the true intent and meaning of the said Proviso or Covenant, and in discharge thereof without fraud or covin. And that the said several and respective Estates and Terms hereby mentioned to be assigned, as well those for and during the Natural lives of the several persons in the same recited Indentures particularly named, as also the said third and last in part recited Indenture, during the residue of the Term for years therein expressed yet to come and unexpired, now are good and effectual Leases and Estates in Law not forfeited, surrendered or other-

That the re-
spective Leases
are good in
Law.

herwise avoided. And that they the said G. B. That Grantors.
 and P. C. party to these presents, have, or one or one of them,
 them hath good right, full power and autho- hath good right
 y, to assign and transfer the several premisses, to grant.
 and every part thereof in manner aforesaid,
 according to the true intent and meaning of
 these presents. And also, That if any default After default
 shall happen to be made in payment of the said of payment,
 sum of, &c. yearly, or of any part thereof, con- Grantees to
 trary to the Tenor of the above-mentioned enjoy, &c. free
 proviso or Covenant in that behalf, that then from Incum-
 and from thenceforth they the said T. J. and F. B. brances (the
 their Heirs, Executors, Administrators or Assigns, several Rents
 shall and may hold and enjoy the said, &c. and excepted.)
 and singular other the Premises before-
 mentioned, and intended to be hereby assigned,
 with their and every of their Appurtenances,
 and take the Rents and Profits thereof, during
 the continuance of the before-mentioned respec-
 tive Estates and Term of and in the same,
 without the least trouble or disturbance of the
 said G. B. and P. C. party to these presents, or of
 either of them respectively, their or either of
 their Heirs, Executors, Administrators or Assigns,
 or of any other person or persons whatsoever,
 freed and discharged of and from all Incum-
 brances whatsoever, (the several Rents reserved
 on the said respective Leases, only excepted or
 preprized.) And further, That if any default
 shall happen to be made in payment of the said, And Grantors,
 &c. or of any part or parcel thereof, contrary claiming, &c.
 to the Tenor of the said Proviso or Covenant in to make fur-
 that behalf, that then and from thenceforth they ther assurance
 the said G. B. and P. C. parties to these presents, after default.
 and all person and persons claiming the said
 premisses, or any Estate, Right, Title or Interest
 in or to the same, shall and will from time to
 time, and at all times hereafter, during the con-
 tinuance

Annuities.

Till default
of pay ment,
Grantors to
enjoy, &c.

After all the
Payments
made, Grantees
to re-deliver
Writings and
transfer the
Estate, &c.

tinuance of the said several Estates and Tenements of and in the same, upon request, and at the costs and charges of the said T. J. and F. B. their Heirs, Executors, Administrators or Assigns, to make and execute or cause and procure to be made and executed such further and other lawful and reasonable Act and Acts, Conveyances and Assurances in the Law whatsoever, for the better and more perfect and absolute conveying and assuring of the said, &c. Lands and Premises discharged of the said Proviso or Covenant, by the said T. J. and F. B. their Executors, Administrators or Assigns, or by their or any of their Counsel learned shall be reasonably advised or required. And it is declared, concluded and agreed by and between all the said parties to these presents, That it shall and may be lawful to and for the said G. B. and P. C. parties to these presents, their Heirs or Assigns, To hold and enjoy the said premises, and take the Rents and Profits thereof, until default in payment of the said, &c. yearly, or of some part thereof, contrary to the Tenor of the above mentioned Proviso or Covenant in that behalf, without let, trouble or disturbance of the said T. J. and F. B. their Executors, Administrators or Assigns, or of any other person or persons claiming, or to claim from, by or under them, either or any of them, and without any Account to them, either or any of them to be had or given for the same. And also that from and after the full payment or satisfaction made of the said several Sums of, &c. in the said Proviso mentioned, unto them the said T. J. and F. B. their Executors, Administrators or Assigns, according to the true intent and meaning of the said Proviso, they the said T. J. and F. B. or the Survivor of them, his Heirs, Executors, Administrators or Assigns, or some of them, shall

all and will yield up and deliver unto the said
C. her Heirs, Executors or Administrators, (de-
claring the same) the said before in part men-
tioned Indentures of Lease, and every of them,
and also that part of these presents which is
under the Hand and Seal of the said G. B. and
P. C. to be Cancelled, and shall and will do all
other lawful and reasonable acts for the Assign-
ing or Transferring of the said Estates and
Interests, as by Counsel learned in the Law shall
be reasonably advised or required; the other
part of these presents, which is under the Hand
and Seal of the said T. J. and F. B. being at the
same time restored and given back to them, their
Executors, Administrators or Assigns, to be Can-
celled. And the said G. B. and P. C. for them-
selves, and either of them, their and either of
their Heirs, Executors and Administrators, do
jointly and severally Covenant and Grant, to
be with the said T. J. and F. B. their Exe-
cutors and Administrators by these presents,
that they the said G. B. and P. C. or one
of them, their or one of their Heirs, Execu-
tors or Administrators, for and during all such
time as they or either of them, their or either of
their Heirs or Assigns, shall be permitted to hold
and enjoy the said Premises, and receive the
Rents and Profits of the same, according to the
agreement before mentioned, and until the said
T. J. and F. B. or the Survivor of them, his Heirs,
Executor or Assigns, shall be in actual seisin and
possession of the said Premises, by force and
virtue of this present Indenture of Assignment,
shall and will well and truly satisfy and pay all
the Rents reserved upon the said respective
Leases, or any of them, unto the said T. J. and
F. B. and shall and will also well and truly do and per-
form all the Covenants and Agreements in the
said

Grantors to
pay and per-
form Rents
and Covenants
in the Original
Leases, till de-
fault of pay-
ment.

Grantees after
the death of
any of the
Lives, to renew
and be allowed
what they
expend about
it.

said Indenture of Lease, or any of them specified, expressed or contained; and of and from the same, and all Suits, Actions, loss and damages whatsoever, for or by reason of the breach or non-performance of the same, or any of them shall and will save and keep harmless the said T. J. and F. B. and either of them, their and either of their Heirs, Executors and Administrators, and every of them by these presents. And lastly, It is further Covenanted, concluded and agreed by and between the said parties and the said G. B. and P. C. parties to these presents, jointly and severally for themselves their Heirs, Executors and Administrators of Covenant and Grant, to and with the said T. J. and F. B. their Heirs, Executors, Administrators and Assigns by these presents That if at any time hereafter there shall be occasioned, for or by reason of the death or deaths of any the said several person or persons for whose Lives the said several Estates, in and by the said two first in part recited Indentures intended to be hereby assigned, were originally granted, or for any other just or reasonable cause whatsoever, to take a new Lease or Lease of the Ground, Lands and Premises in the same Indentures respectively mentioned, and intended to be thereby Leased, or of any of them from the said R. J. That then it shall and may be lawful to and for the said T. J. and F. B. their Heirs or Assigns, by the consent and agreement of the said G. B. and P. C. parties to these presents, their Heirs or Assigns, to fill up such Lease or Leases so to be taken for three Lives, or renew the same for 21 years, subject nevertheless to the Proviso, or Covenant before mentioned: And that they the said T. J. and F. B. their Heirs or Assigns, out of the profits of the said Premises

(over

er and besides the said sums of, &c. yearly
7 years so to be paid as aforesaid,) shall be
and have allowance of, and for all such
and Sums of Money as by the said T. J. and
their Heirs or Assigns, shall be expended
aid out for, or by reason of the same Inden-
es, &c.

*Grant of an Annuity to a Man and his Wife du-
ring their Lives, and the Life of Survivor, by
Demise or Grant of Lands for 99 years, with
Proviso, &c.*

This Indenture made, &c. Between W. W.
of, &c. of the one part, and J. S. of, &c.
and E. his Wife of the other part Witnesseth,
that for and in consideration of the Sum of, &c. *Considerations.*
lawful Money of *England*, to him the said W.
in hand paid by the said I. S. before the en-
rolling and delivery of these Presents, the Receipt
whereof he doth hereby acknowledge, and
thereof, and of every part thereof doth Acquir
and Discharge the said J. S. his Executors and
Administrators, and for good considerations him
thereunto moving: He the said W. W. hath, *Grant.*
demised, Granted, Bargained, Sold and to Farm
et, and by these Presents doth Demise, Grant,
bargain, Sell, and to Farm Let unto the said
S. and E. his Wife all, &c. and the Reversion
and Reversions, Remainder and Remainders of
the said Premises, and all yearly and other
rents and Profits reserved upon any Demise, or
Grant of the said Premises, or any of them, To
have and to hold the said Messuages, Lands, He- *Habendum.*
reditaments and Premises with their and every
of their Appurtenances unto them the said I. S.
and E. and the Survivor of them, his or her Exe-
cutors, Administrators and Assigns, for and du-
ring

Without Im-
peachment of
Wast.

Reddend.

Proviso, That
upon payment
of a sum yearly
to Husband
and Wife and
Survivor, for
so many years
of the Term
as they shall
live, Estate
to cease.

Covenant for
payment ac-
cording to
Proviso.

ing the Term of 99 Years, from henceforth
ensuing, and fully to be compleat and end
without Impeachment of, or for any manner
Wast: Yielding and paying therefore yearly
ring the said Term, the Rent of one Pepp
Corn only, at the Feast of St. *Michael* the An
angel, if it shall be lawfully demanded; P
vided always, and upon Condition, that if
said W.W. his Heirs, Executors, Administrato
or any of them (for and during so many years
the said Term, as the said J. S. and E. his W
or the Survivor of them shall happen to live
shall yearly pay, or cause to be paid unto
said J. S. and E. his Wife, and the Survivor
them, his, her, or their Assigns the yearly R
or Sum of, &c. of lawful Money of *England*,
2 Feasts or days of payment in the year, (Th
is to say,) the Feast of, &c. or within 20 da
after either of the said Feasts by equal portio
the first payment to begin, and be made on t
Feast-day of, &c. next ensuing the Date of th
presents: The said half yearly payments to
made in the common Dining Hall of *Grays-Inn*
in the County of *Middlesex*, without any D
ductions or Abatements for any Taxes, Charge
Assessments, or other matter or cause whatsoever
That then this present Indenture and the Est
hereby made shall cease, determin and
void, any thing herein before contained to t
contrary notwithstanding. And the said W.W.
for himself his Heirs, Excutors and Administ
tors doth Covenant and Grant to and with th
said J. S. and E. his Wife, and the Survivor
them, his or her Executor, or Administrato
by these presents, That he the said W.W. h
Heirs, Executors and Administrators or some
one of them, shall and will well and truly pay
or cause to be paid unto the said J. S. and E. h

Wife

and the Survivor of them, or his, her or
 Assigns (for and during so many Years of
 said Term of 99 Years, as the said J. S. and E.
 the Survivor of them shall happen to live)
 said yearly Rent or Sum of, &c. at the days
 place in the Proviso before mentioned, li-
 ed and appointed for payment of the same,
 out making any Defalcation or Abatement
 of the said yearly Sums, or any of them for
 es, Charges, Assessments or for other cause
 ning whatsoever, according to the true in-
 and meaning of the said Proviso, and in
 charge thereof without Fraud or Covin: And
 that he the said W. W. now is and standeth
 fully and absolutely seized of, and in the said
 fluages, Lands, Hereditaments and Premis-
 before mentioned, and intended to be hereby
 nised, of a perfect, absolute and indefeazi-
 Estate of Inheritance in Fee-simple, without
 Condition, Trust, Power of Revocation and
 nitation of any use or uses, or other matter
 thing to alter, defeat or incumber the same,
 e yearly Rent of, &c. above all Taxes and
 prizes issuing out of, and chargeable upon
 said Premises to R. J. of, &c. during his Life
 y excepted.) And that he now hath good
 nt, full Power and Authority to Grant and
 mise the same in manner aforesaid, accord-
 to the true intent and meaning of these pre-
 ts: And also, that if any default shall happen
 be made in payment of the said yearly Rent,
 any part thereof, contrary to the Tenor
 the abovesaid Proviso in that behalf; that
 en and from thenceforth it shall and may be
 wful to, and for the said J. S. and E. and the
 rrvivor of them, his, her, or their Assigns to
 old and enjoy the said Premises during the
 fidue of the Term hereby granted, without
 the

That Grantor
 is seized of a
 clear Estate in
 Fee, &c.

And hath good
 right to grant.

After default
 of payment.
 Grantees to
 enjoy the pre-
 mises discharg-
 ed of all in-
 cumbrances.

Grantor to enjoy quietly till breach of the Proviso.

the let or disturbance of the said W. W. or any other Person or Persons whatsoever, free and discharged of, and from all Incumbrances whatsoever committed done or suffered, &c. (the) aforesaid yearly Rent of, &c. only excepted. And lastly, It is declared, concluded and agreed by and between all and every the said Parties to these presents, That it shall and may be lawfully to and for the said W. W. his Heirs and Assigns peaceably and quietly to hold and enjoy the said Premises, and to receive the Rents, Issues and Profits thereof, and of every part thereof until breach of the Proviso before mentioned without the let, suit, molestation and disturbance of the said J. S. and E. or the Survivors of them, his, her, or their Assigns or any of them, and without any account to him or them to be had, made or given, for, touching or concerning the same, or any part or parts thereof. In witness, &c.

A Grant of an Annuity for good Offices done, determinable upon death of Grantor or Grantee, with a Grant or Appointment of a certain Sum to be paid by so much per annum after Grantors death, being parcel of a greater sum, Grantor is enabled to charge Lands with, by a power in a Settlement in case Grantee survive Grantor, and Grantors Heirs doth not Settle on him an Annuity during Grantees Life.

Consideration.

THis Indenture, &c. Between R. S. of S. in the County of L. on the one part, and H. L. of the Parish of St. M. in the County of Middlesex, on the other part Witnesseth, That the said R. S. for and in consideration of the many good Offices, care and trouble undertaken

faithfully performed by the said H. L. for
the said R. S. and for E. S. late deceased,
dear Wife, for and during these 15 Yeass
past, and for divers other good Causes and
considerations, him thereunto moving, Hath Grant.
en and granted, and by these presents doth
e and grant unto the said H. L. and his As-
s one Annuity or Yearly Rent of 20 l. of
ful Money of *England*, to be issuing and
ing out of all that the Manor or Lordship
W. in the County of *York*, and out of all o-
er the Lands, Tenements and Hereditaments
him the said R. S. in W. aforesaid, To have *Habendum*.
d to hold the said Annuity or yearly Rent of
l. unto the said H. L. and his Assigns, for and
ring the Term of 21 Years from henceforth
xt ensuing, if he the said R. S. and H. L. shall
h of them so long live, the same to be paid
2 Feasts or Days of Payment in the Year:
hat is to say, the Feast of *St. Martin* the Bi-
op in *Winter*, and the Feast of Pentecost, by
en and equal portions, the first payment to
gin on the Feast of *St. Martin* the Bishop, in
inter next ensuing, after the Date of these pre-
nts. And if it shall happen, the said Yearly *Clauses of Dis-*
ent or any part thereof shall be behind or un- *stress.*
id, at any of the said Feasts or days of payment
hereon the same is limited and appointed
be paid by these Presents, that then it shall
d may be lawful to and for the said H. L. and
s Assigns into the said Manor, and all and e-
ery the Premisses so charged, as aforesaid, or
to any part or parcel of the same to enter
nd Distrain, and the Distress or Distresses
herein found to take, lead, drive away, im-
ound, and detain until he shall be satisfied the
aid Arrears, and his Damages for Non-pay-
ment of the same. And the said R. S. for him-
self

Covenant of
payment.

Limitation of
a further sum,
according to a
power reserved.

self his Heirs, Executors and Administrators do
Covenant and Grant to, and with the said
L. his Executors and Administrators by the
presents: That he the said R. S. shall and will
yearly, and every year during the Term above
granted, well and truly satisfy and pay unto the
said H. L. the said Sum of 20 *l.* at the days and
times wherein the same is, or shall grow due
and payable according to the true intent and
meaning of these presents. And this Indenture
further witnesseth, That the said R. S. for the
consideration aforelaid, and in pursuance of the
power limited, and reserved in and by one In-
denture of Settlement Tripartite bearing date
or about the 15 day of *November*, in the year
of our Lord, &c. and made or mentioned to be
made, between him the said R. S. on the first
part, J. T. &c. Widow on the second part, and
H. W. T. H. B. and R. S. on the third part, for
the charging of certain Manors, Lands, Tenements
and Hereditaments therein mentioned with the
Sum of, &c. or any lesser Sum, to be raised out
of the said Manors, Lands and Tenements by such
yearly payments, and under such *Nomine panti*
to be forfeited upon default of payment of such
Sums, so to be charged as aforelaid, and in pursuance
of all and every other power or powers
to them limited and reserved, Hath given, granted,
limited and appointed, and by these presents doth give,
grant, limit and appoint unto the said H. L. and his
Assigns, the full and just Sum of, &c. of lawful Money
of *England*, being a parcel of, &c. of lawful Money
of *England*, which he is so enabled to charge the same,
to be paid unto the said H. L. or his Assigns, by the
annual payment of, &c. at two Feasts or days of
payment in the year, (That is to say,) the Feast
of *St. Martin* the Bishop in *Winter*, and the

Feast

ft of *Pentecost*, by equal Portions, the first
 ment to begin on such of the said Feasts as
 next happen after the decease of the said
 party to these presents, the same to be is-
 g out of all and every of the Manors, Lands,
 ements and Hereditaments whatsoever, which
 he said R. S. is enabled to charge by virtue
 the said Power. And if it shall happen Clause of Dis-
 the said Sum of, &c. or any part thereof, treffe.
 be behind or unpaid at any of the said
 fts or Days of Payment whereon the same
 r shall be due and payable, according to the
 ve limitation, that then it shall and may be
 ful to and for the said H. L. or his Assigns,
 all or any of the Manors, Lands or Tene-
 nts, liable or subject unto the raising of the
 Charge of, &c. or any part or parcel of
 m to enter and Distrain, and the Distress or
 tresses there found, to take, lead, drive away
 impound, and impounded to detain, until
 or they shall be satisfied the said Sum so un-
 d, and his Damages for the Non-payment
 reof. Provided always, and upon Condition, Proviso, If the
 at if the said H. L. shall fortune to dye before Grantors Heir,
 said R. S. or in case R. S. the younger Son secure the An-
 Heir apparent of the said R. S. party to these nuiety, then this
 sents, or any the heirs Males of his Body to cease.
 ll well and sufficiently secure unto the said
 L. one Annuity or Yearly Rent charge of
 l. during his Life, payable at the Feasts of
Martin the Bishop in *Winter*, and *Pentecost*, by
 al portions, the first payment to be made on
 ch of the said Feasts as shall first happen next
 er the decease of the said R. S. party to these
 elents, that then this preient Indenture, and
 e said Charge of, &c. hereby limited and ap-
 nted to be paid, and to be issuing out of
 e said Manors and Lands, shall cease and
 D be

Articles.

be utterly void and of none effect ; any thing herein contained to the contrary notwithstanding. In witness, &c.

Articles.

Articles of Agreement for making Assurance of Land in Fee, under a Yearly Rent, for Grant to build upon, with special Limitation how the House shall be built, as to Height, Front, Payment, &c.

Covenant to grant.

AR T I C L E S of Agreement indented and made the, &c. day of, &c. Between H. E. of, &c. of the one part, and A. S. of, &c. Mafon, of the other part, are as follows ; That the said H. E. and his Trustees, shall and will at the request, cost and charges of the said A. S. by good Assurance in the Law, convey and assure to him the said A. S. all that piece or parcel of Ground, &c. in the Parish of, &c. in the County, &c. containing in Front, &c. Foot and in depth backwards, &c. Foot, lying between other Ground of the said H. E. on the South, and other Ground of the said H. E. on the North ; one Head or End thereof abutteth upon the intended Piazza there towards the East, and the other Head or End thereof abutteth upon the Yards or Garden of, &c. towards the West ; and all the Estate Right, Title and Interest, claim and demand whatsoever of him the said H. E. his Trustees every or any of them either in Law or Equity of, in or to the said, &c. or of, in or to any part or parcel thereof ; except and always reserve

Exception.

Articles.

35

the said H. E. his Heirs and Assigns, free liberty of ingress, egress and regress, into and out of the Stables of the said A. S. belonging to his House already built there, with his and their servants, Horses, Coaches, and other Carriages of all kinds whatsoever, in, by and through any way or Passage made, or intended to be made at the lower end of the said piece or parcel of Ground, &c. of about, &c. Foot wide. To have ^{The Estate to be granted.} the said piece or parcel of Ground except before excepted, unto the said A. S. his Heirs and Assigns, to the only use and behoof of the said A. S. his Heirs and Assigns for ever. And giving and paying therefore to the said H. E. ^{Rent.} His Heirs and Assigns, yearly and every year for ever, the yearly Rent or Sum of, &c. of good English moneys always at the Feast of St. Michael the Archangel, and the Annunciation of our blessed Lady the Virgin Mary, by even and equal portions, the first payment to be made upon the Feast of St. Michael the Archangel, which shall be in the year of our Lord, &c. (with a Clause ^{Distress.} Distress, *In case the said yearly Rent or Sum of, &c. or any part thereof shall happen to be behind and unpaid at any of the said Feasts or Days of payment before limited.*) And that with a Condition, ^{With Condition of Redemption for non-payment, &c. till payment of the Arrears.} that if the same yearly Rent, or any part thereof as aforesaid, shall happen to be behind and unpaid by the space of, &c. days, next after any of the said Feasts or days before limited for payment thereof, that then and from thenceforth, from time to time, so often as the same, or any part thereof, shall be behind and unpaid by the space of, &c. days, as aforesaid, It shall and it shall be lawful to and for the said H. E. his Heirs and Assigns, into the said premises herein before mentioned and agreed to be granted, to re-enter, and the same to detain and keep, and the

Covenant to
pay the Rent.

Not to be in-
terrupted in a
Way.

Covenant, that
Grantee will
build a House
on the Ground.

The Front,
how.

Scantlings in
Timber, Thick-
ness in Walls,
Height in
Stories.

Rents, Issues and Profits thereof, to receive and take to his and their own use and uses, without any Accompt to be made or rendred for the same, until the said H. E. his Heirs and Assigns of the said yearly Rent of, &c. and of all the Arrearages thereof (if any be) together with his and their Costs and Charges, shall be fully satisfied and paid: (And the said A. S. is to Covenant for the payment of the Rent at the times aforesaid) And that he the said H. E. his Heirs and Assigns shall not be interrupted in coming to the said Stables, Yard and House of the said H. E. in, and through the intended Way aforesaid, by him the said A. S. his Heirs or Assigns, or any claiming or deriving Title to the Premises, by, from or under him, them or any of them. And the said A. S. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said H. E. his Heirs and Assigns, by these presents, that he the said A. S. his Heirs and Assigns, shall and will at his and their own proper costs and charges, erect, build, or cause to be erected and builded in and upon the said piece or parcel of Ground before the, &c. which shall be in the year of our Lord &c. one sufficient House of Brick, &c. Storey high, besides the Cellars and Garrets, Fronting to the aforesaid, &c. that shall take up in a continued Building the whole Front of the said Ground, to range in a strait Line with the House of the said H. E. already built there on that side of the said intended Piazza. And in building the said House, shall and will observe and keep such Scantlings in his Timber, Thickness in his Walls, Height in his Stories, and Ornaments in his Front, as was observed and kept by the said H. E. in the building of his House, situate in the East side of the said intended Piazza, called, &c.

th liberties only to erect Balconies, and to
 ce the Door or Entrance into the said House ^{Door.}
 the middle of the Front, or at one End
 ereof. And that the Roof of the said House ^{Roof.}
 all be so pitched as it shall lhed forwards to-
 ard the said intended Piazza, with Windows
 erein, as in the Roof of the House of the
 d H. E. And that he the said A. S. his Heirs
 d Assigns, shall and will reimburse and pay
 the said H. E. his Executors and Assigns, the
 ole Charge of so much of the Common- ^{Common-}
 wer, or Drain of Bricks, as lieth before the ^{Sewer.}
 ont of the said piece of Ground in the said
 ended Piazza. And shall and will bear and
 y a just and due proportionable part of the ^{Proportionable}
 harges of making and paving of the said in- ^{part of Char-}
 nded Way or Passage to be made at the ^{ges.}
 est-end of the said piece of Ground, from the
 ard of the said H. E. to the Street there called,
 c. according as 44 Foot shall bear in propor-
 on to 200 Foot, which is the whole Front of
 at Quarter, and also a just and due propor-
 onable part, (to be accounted as aforesaid) of
 e Charges of keeping and maintaining the said
 ended Way or Passage in due and good Re-
 air; and also of the making and maintaining
 small Sewer or Drain of Bricks to be laid in
 e said intended Way or Passage, for the car-
 ying of the Waste-water from the Houses built,
 r to be built there between the said Street called,
 c. and the said House of the said H. E. And
 shall and will Pave the intended, &c. Foot in
 breadth, all along before the Front of the said
 piece of Ground, hereby agreed to be granted,
 c. Foot whereot adjoyning to the said in-
 ended House, shall be with Square Stone, and
 railed about Inches above the other Paving.
 And shall and will pay for the Party-Walls and

When he is to
build, or else
forfeit *Nomine
penæ.*

Covenant to
convey the
Premises.

Gutters on the North and South side of the said piece of Ground, and also at the West-end thereof, so soon as he or they shall begin to build the intended Front-house aforesaid, and shall and will begin to erect and build the said House Front to the intended Piazza, immediately from the date of these presents, or however, so soon after as the first Floors of the said House shall be laid, before the, &c. next ensuing the date of these presents, or otherwise will forfeit the Sum of, &c. *Nomine penæ.* And the said H. E. himself his Heirs, Executors and Administrators doth covenant, promise, grant and agree, to and with the said A. S. his Heirs and Assigns, by the presents, That he the said H. E. his Heirs and Assigns, his and their Trustees shall and will upon request as aforesaid, and at the proper costs and charges in the Law of the said A. S. his Heirs and Assigns, Convey and Assure the said &c. and Premises to him the said A. S. his Heirs and Assigns in manner aforesaid, with Warranty and Covenants against him and them his and their Trustees respectively, and all persons lawfully claiming, or to claim by, from under him or them respectively, and with further Covenants from the said H. E. to pay and discharge to the King's Majesty, his Heirs and Successors, all such Rents and Arrears of Rents as are reserved out of the said premises, with other the Lands of the said H. E. in, &c. aforesaid, and now are, or hereafter shall or may be due and payable for the same, so that the said piece or parcel of Ground, nor the House thereupon to be builded, may not be any ways charged with the same, or any part thereof,

Articles of Agreement, with Covenants for taking Assurance of a House in Fee-simple, by such a Day for such a Sum.

Articles of Agreement made, concluded and fully agreed upon the Day of, &c. between L. of, &c. in the County of, &c. Butcher, and his Wife, sole Daughter and Heir of W. W. of L. in the, &c. of, &c. Cutler deceased, the one part, and J. B. of, &c. for and on behalf of J. E. of, &c. in the County of, &c. the other part. Whereas the said W. W. was in his life time seized in Fee, or some other Estate of Inheritance, of and in all that Messuage, lying and being in the Town and Parish of aforesaid, situate in a certain Row of Buildings, in a certain Street called the, &c. abutting on the House of one T. R. to the East, and the House of Mr. B. to the W. and fronting the high Street leading to the Church on the North, with a Curtilage, Backside, Garden, and certain Buildings of, &c. thereunto belonging wholly in the Occupation of one S. F. which House and Premises with the said Appurtenances by the death of the said W. W. are divided and come unto the said M. Wife of the said E. L. as sole Daughter and Heir of the said W. W. Now this Indenture witnesseth, and the said E. L. and M. his Wife, do for themselves their Heirs, Executors and Administrators, Covenant, Promise and Agree, to and with the above named J. B. That they the said E. L. and M. his Wife, shall and will for and upon the consideration herein after mentioned at or before the, &c. next ensuing the Date hereof, upon request made by the said J. B. and at the proper costs and charges of the said J. E. make a

Articles.

a good, perfect and sure Estate in Fee-simple the said, &c. whether by Fine or otherwise, the said J. E. or his Counsel shall advise. And the said J. B. for and on the behalf of the said J. E. doth for himself his Heirs, Executors and Administrators, Covenant, Promise and Agree to and with the said E. L. and M. his Wife and their Heirs, Executors and Administrators, that upon the making of such assurance of the Premises as aforesaid, and the acknowledging a Fine by the said E. and M. in such a manner as the said J. E. shall be advised, that he the said J. E. shall pay or cause to be paid unto the said E. L. the full and just Sum of, &c. lawful Money of England. In witness.

Articles of Agreement, between an Executor and the Testator's Widow, who according to the Custom of the Province of York, is Entitled to a moiety of her Husband's Estate: She accepts Bonds and Specialties of the Testator of the value of the said moiety, which the Executor hereby assigns over to her, she Covenanting that if more Debts appear than the rest of the personal Estate in the Executor's hands will discharge, she will refund proportionably with the other Legatees.

A Ricles of Agreement indented, made, concluded and agreed upon the, &c. between M. M. of, &c. Clerk, Executor of the last Will and Testament of E. E. late of, &c. deceased of the one part, and A. E. Widow and Relict of the said E. E. of the other part.

Imprimis, It is agreed by and between the said parties to these presents, and the said M. M. doth hereby Give, Grant and Assign to the said A. E. all and every of the respective Bonds, Bills, Obligations

Assignment of
Bonds, &c.

Ligations

ations, Specialties and Securities for Money
 contained in a Schedule hereunto annexed. And
 said M. M. doth hereby constitute and ap-
 point the said A. E. his lawful Attorney to reco- Authority to
 to her own and proper use, whatsoever sue, &c.
 moneys are due, or shall be due upon the same,
 and upon Receipt thereof to give Acquittances
 and Discharges, and upon default of payment to
 sue and Implead the said respective persons men-
 tioned therein, in the name of the said M. M. as
 Executors to the said E. E. or in the name of the
 Executors or Administrators of the said M. M.
 in case the said M. M. shall dye before the said
 moneys shall be recovered. And the said M. M.
 doth for himself, his Executors and Administra-
 tors, Covenant and Grant to and with the said
 E. her Executors and Administrators, not to
 receive any Money due upon the said Bond or
 specialties, nor to release or discharge the same,
 nor any of them without the consent of the said
 E. nor to do any Act or thing, whereby the
 said Eliz. shall be hindered or obstructed from
 receiving, or recovering the Moneys due upon
 the same, to her own proper and sole use.

Item, The said A. E. doth for herself, her
 Executors and Administrators, Covenant and
 agree with the said M. M. his Executors and
 Administrators, to accept the said Bonds and
 specialties and Securities hereby assigned to her
 the said A. E. in full satisfaction of the whole
 moiety of the personal Estate, of the said E. E.
 her late Husband, due to her by the Custom of
 the Province of York, and likewise in satisfacti-
 on of one Legacy of, &c. devised to her by the
 Will of her said Husband, as in full satisfaction
 of whatever she may claim out of the personal
 Estate of the said E. E.

Covenant that
 Assignee ac-
 cepts them in
 lieu of the
 moiety of the
 personal Estate.

Item,

Articles.

Item, Whereas the aforesaid A. E. hath li-
 wise by his aforesaid Will, devised to several per-
 sons several Legacies, amounting in all to, &
 or thereabouts, as by the Will may appear.

Covenant that
 Assignee will
 refund propor-
 tionably, if
 there happen
 to be more
 Debts than re-
 sidue of per-
 sonal Estate
 will satisfie.

Now it is agreed between the said parties
 these presents, That the said Legacies of, &
 shall be solely and clearly paid out of the
 mainder of the personal Estate of the said E.
 remaining in the hands of the said M. M.
 Executors, and not out of any part that is he-
 by assigned to the said A. E. But in case the
 M. M. his Executors or Administrators shall
 Sued or Impleaded for any Debt due, or
 tended to be due by the said E. E. and mo-
 Moneys shall be recovered against the said
 M. or the said M. shall be put to more expen-
 in Law or Equity, in defending the said S-
 than what remains in the hands of the said
 M. as Executor to the said E. E. will satisfie
 Then its agreed between the said parties to the
 presents, and the said E. E. doth Covenant a-
 Agree to contribute her Porportion with the
 other Legatees, towards the reimbursing the
 M. M. so much as shall be recovered against
 said M. M. or the said M. M. shall expend
 defending the said Suit, more than what shall
 remain in the said M. M's. hands, as Executors
 the said E. E. And for the true performance
 these Articles, the said M. M. doth bind him-
 self, his Heirs, Executors and Administrators
 the said A. E. her Executors and Administra-
 tors, in the Sum of, &c. and so A. E. is to be
 bound to M. M.

Penalty.

Lim-

Limitations of Uses and Estates by Articles in order to a Settlement.

AND all the said last mentioned Premises, And all the
 and all the residue of the said Manors, residue of the
 Messuages, Lands and Hereditament, &c. in the Lands in that
 County of E. to the use and behoof of the County to the
 E. C. for and during the Term of his natu- use of E. C.
 life, without impeachment of Wast. And after to J. C.
 and after his death, then to the use and be- and A. for life,
 of the said, J. C. and A. for and during their for increase of
 natural lives, and the life of the longer liver of her Joynture,
 m, (for increase of the Joynture of the said and after to
 without impeachment of Wast, during the first Son and
 of the said J. C. And from and after Heirs Males,
 his deceases, then all the said Manors, Mes- &c.
 suages and Hereditaments in the said County of
 to the use and behoof the first Son of the
 of the said J. C. and the Heirs Males of
 Body of such first Son, And for default
 of such Issue, to the use of the second, third,
 fourth, fifth, sixth, seventh, eighth, ninth and
 tenth, and all and every other the Son and Sons,
 of the Body of the said J. C. as they shall be in
 priority of Birth and Age, and of the Heirs
 Males of the Body and Bodies of all and every
 such Son and Sons, the elder of the same Sons,
 and the Heirs Males of his Body, being always
 preferred before the younger, and the Heirs
 Males of his Body, And for default of such Issue,
 then to the use and behoof of the said D. C. for
 and during the Term of his natural Life, with-
 out impeachment of Wast; And from and after
 his decease then to the use and behoof of the first
 Son of the Body of the said D. C. and the Heirs
 Males of the Body of such first Son, and for default
 of such Issue, then to the use and behoof of the
 second,

Remainder to
 D. C. for life
 and after to
 his first Son
 and his Heirs
 Males, &c.

Articles.

second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and all and every other the Sons and Sons of the Body of the said D. C. as they shall be in priority of Birth and Age, and the Heirs Males of the Body and Bodies of all and every such Son and Sons, the elder of the said Sons, and the Heirs Males of his Body, being always preferred before the younger of the said Son and Sons, and the Heirs Males of his Body. And for default of such Issue, then to the use and behoof of F. C. third Son of the said E. C. and during the Term of his natural Life, without impeachment of Waste, and from and after his decease, then to the use and behoof of the first Son of the Body of the said F. C. and the Heirs Males of the Body of such first Son. And for default of such Issue, then to the use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the said F. C. as they shall be in priority of Age and Birth, and the Heirs Males of the Body and Bodies of all, and every such Son and Sons, the elder of the same Son and the Heirs Males of his Body, being always preferred before the younger, and the Heirs Males of his Body, and for default of such Issue, then to the use and behoof of the Heirs Males of the Body of the said E. C. and for default of such Issue, then to the use and behoof of all and every the Daughter and Daughters of the said E. C. and of the Heirs of the Body and Bodies of all and every such Daughter and Daughters; and for default of such Issue, then to the use of the said J. C. his Heirs and Assigns for ever. And it is declared and agreed, by and between the said Parties, That in such Conveyances and Assurances so, as aforesaid, to be made of the Premises, there shall be Power given

Remainder to
third Son of E.
C. for life, and
to his first Son,
and Heirs
Males.

Remainder to
the Heirs
Males of the
Body of E. C.

Remainder to
Daughters of
E. C.

Remainder to
right Heirs of
J. C.

reserved to and for the said J. C. in case
 shall have Issue by the said F. one, two, If J. C. have
 or more Daughters, to charge and make Issue a Daugh-
 said Manors, Messuages, Hereditaments and ter or Daugh-
 miffes in the said County of E. (after the ters, then pow-
 of the said A.) subject and liable unto, and er to charge
 geable with the payment of the Sum of, &c. Lands with—
 uch Daughters if there shall be but one; and Pounds for one
 ere shall be two Daughters, then the Sum Daughter, and
 &c. Pounds to be divided between them; — Pounds
 if there shall be three or more Daughters, for two Daugh-
 n the Sum of, &c. Pounds to be divided be- ters, and if
 en them, and to be re-paid at their respective more, to have
 s of 18 Years, or Days of Marriage of such such a Sum
 ughter or Daughters, so as such Daughter or divided a-
 ughters Marry with the Consent of the said mongst them.
 C. if he be living, as also with the Consent of
 said A. in case she happen to survive the said
 C. And that in such Conveyances and Affu- Power for each
 ces there be Power given and reserved to of them to
 said J. C. D. C. and F. C. and every other make Joynt-
 ir Male of the Body of the said E. C. being tures.
 nant in possession of the Freehold of the said
 anors, Hereditaments and Premises, by his
 d their Deed and Deeds, Writing and Writings
 der his and their Hand and Seal, Hands and
 als, to be Subscribed and Sealed in the presence
 two credible Witnesses at the least, to make
 yntures for his or their Wife or Wives, and to
 nit all or part of the said Manors, Messuages,
 ereditaments and Premises, whereof he or
 ey respectively shall be so seised of the Free-
 old in possession, to the use of such Wife or
 Wives respectively, for her or their Life or
 ives, or for any number of Years determinable
 on her or their Life or Lives, immediately
 om and after the deceases of their several and
 pective Husbands, for her or their Joyntures.
 And

Articles.

And the said J. C. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said Sir A. B. his Heirs, Executors and Administrators, by these presents That if the said E. C. shall dye before the said day of, &c. aforesaid, (the said Manors and Premises not being seled, as aforesaid) Then the said J. C. shall and will within the space of six Months next coming after the said day of, &c. aforesaid, at the Costs and Charges of the said Sir A. B. his Heirs or Assigns, well and sufficiently convey and assure the said Manors and Premises unto, and to the use of the said J. C. and A. for and during the natural lives, and the life of the longer liver of them, for the Jointure of the said A. without impeachment of Waste during the life of the said J. C. And from and after the deceases of the said J. C. and A. then to such Uses, and with such Remainders, Powers, Limitations and Reservations, as are before and by these presents mentioned and expressed. And the said E. C. and D. C. for themselves and either of them, their and either of their Heirs, Executors and Administrators, do Covenant, promise and grant, to and with the said Sir A. B. his Heirs, Executors and Administrators, by these presents, That if the said J. C. shall dye without Heir Male of his Body, begotten on the Body of the said A. before the said Jointure made as aforesaid, That then the said E. C. and D. C. shall and will at the Costs and Charges of the said Sir A. B. his Heirs or Assigns, within six Months next coming after the said day of, &c. aforesaid, and death of the said J. C. without Heir Male of his Body, convey and assure unto, or to the use of the said A. for and during her Natural life, for her Jointure, such part and parts, and so much of the said Manors, Messu-

That if J. C.
dye without
Issue Male be-
fore Joynture
made, that
E. C. and D. C.
will convey
Lands of such
yearly value
to A.

Lands, Hereditaments and Premises as shall and during the life of the said E. C. shall be continue of the clear yearly value of, &c.

and above all Charges and Reprizes whatever: And all the residue of the said Manors, Lands, Hereditaments and Premises, to the use behoof of the said E. C. for and during the term of his natural life, without impeachment of Waste, and from and after his decease to the use of the said A. for and during her natural life, for increase of her Jointure; and from and after her decease, with such Remainders over unto the said D.C. and with such further and other Remainders over, after the death of the said D. C. as aforesaid, and with such Powers, Limitations and Reservations, as before in these presents are mentioned and expressed. And

That if the said E. C. shall also dye (the said J. C. being dead, as aforesaid, without heir Male of his Body by the said A.) before the said Jointure made, That then the said D. C. alone, at the Costs and Charges of the said Sir A. B. his Executors and Assigns, shall and will before the end of six Months next coming, after the said day of &c. well and sufficiently convey and assure the same, or to the use of the said A. all and singular the said Manors, Messuages, Lands, Hereditaments and Premises, for and during the Term of her natural life, for her Joynture; and from and after her decease, with such Remainder over unto the said D.C. and with such further and other Remainders over after the death of the said D. C. as aforesaid, and with such Powers, Limitations and Reservations, as before in these presents are mentioned and expressed.

Item, It is Covenanted, Granted and Agreed, between all the said Parties to these presents; and the said E. C. J. C. and D. C. for themselves

That if E. C. also dye before such Settlement, then D. C. to convey Premises to A.

That E.C. J.C. themselves, and every of them, their and every of their Heirs, Executors and Administrators, and D.C. shall covenant, promise and grant, to and with the said Sir A. B. his Heirs and Assigns, by these presents, That the said E. C. J. C. and D. C. shall and will within six Days next coming, after the date hereof, at the Costs and Charges of the said Sir A. B. Demise, Grant, Bargain and Sell unto the said Sir A.B. T.S. and W. M. all and singular the said Manors, Messuages, Lands and Hereditaments in the said County of E. To have and to hold the same unto the said Sir A.B. T.S. and W. M. their Executors, Administrators and Assigns, for and during the Term of Threescore Years; upon Trust and Confidence nevertheless in them the said Sir A. B. T. S. and W. M. That they the said Sir A. B. T.S. and W. M. and the Survivors and Survivor of them, their Executors and Assigns, shall permit and suffer the said Sir A. B. and his Assigns, quietly and peaceably to have, hold and enjoy the said Manors, Messuages, Lands, Hereditaments and Premises, and receive

and take the Rents, Issues and Profits thereof for his and their own use, until the said Sir A. B. shall die, of, &c. aforesaid, (if the said E. C. shall so long live.) And from and after the said Day of, &c. aforesaid, or death of the said E. C. which shall first happen, shall permit and suffer the said J. C. and A. his Wife, and the Survivor of them, during their lives, and the life of the longer lived of them, to hold and enjoy such parts and so much of the said Manors, Messuages, Hereditaments and Premises as shall be, and during the life of the said A. shall be and continue, of the clear yearly value of, &c. and also permit and suffer the said J.C. during the joynt Lives of the said E. C. J. C. and A. to hold and enjoy such part and parts, and so much more of the said

That E.C. shall receive Rents till, &c. if he live; and after to permit and suffer J. C. and A. to hold Lands of such value for the life of A.

ors, Messuages and Hereditaments, as shall To permit J.C.
of the clear yearly value of, &c. more, for during joynt
base of the present maintenance of the said Lives of him
And shall also permit and suffer the said and A. to hold
during his life to hold and enjoy all the part of the
ue of the said premisses during his life, and Premises of
and after his decease the said J. C. and A. such yearly
and during their lives, and the life of the increase of
er liver of them, to hold and enjoy all the present Main-
Manors, Lands and Premises, and after their tenance; and
ases, then such other person and persons to E. S. during
m the Reversion or Remainder of the pre- his life to enjoy
es is, as before (according to the true intent the residue;
meaning of these presents) limited and ap- and after his
ted to be and remain, for the uses, intents death J.C. and
purposes aforesaid. Provided always, and A. to hold the
Condition, That if the said E. C. and J. C. whole during
tly, or the said J. C. alone, or the said E. their Lives,
and D.C. joyntly, or the said D.C. alone, and after to
, on or before the said day of, &c. afore- such persons
or within six Months after the same, well to whom the
sufficiently convey and assure the Freehold Reversion
Inheritance of the said Manors, Heredita- thereof is
ts and Premises in the said County of E. limited.
uch uses, intents and purposes, as aforesaid, *Proviso.*
according to the true intent and meaning of Premises to be
e presents, as aforesaid, That then and from conveyed with-
nceforth the said Demise, Grant, Bargain and in six Months
, and every matter and thing therein con- after the, &c.
ed, shall be void and of none effect. Any day of, &c. to
ng therein to be contained to the contrary the uses afore-
any wise notwithstanding. said, and then
the Grant for
60 years to
be void.

*See the Second Part of the Modern Convey-
ancer, Title-Articles.*

E

Assignments

Assignments.

Annuity granted to a younger Son, by way of Trust for 99 Years, (if he so long live) with a Provision That if he Alien or Assign it, then to cease: Son (to raise up Money) covenants to make maintenance of the same, and till then to stand possessed of the use of the intended Grantee, or other, and make the intended Grantee Attorney to receive it to his use, with Covenant not to Revoke or Release.

Recital of the
Grant, or Li-
mitation by
Father.

THIS Indenture Tripartite, made, &c. between J. B. of, &c. in the County of, of the first part, S. B. of C. in the County of, on the second part, and R. C. of G. in the County of, &c. on the third part. Whereas R. B. of B. in the County of W. deceased, late Father to the said J. B. and S. B. by two several Indentures of Lease, bearing Date the, &c. and the Rehearsal the, &c. day of, &c. in the year of our Lord, and made between him on the one part, and by the name of S. S. of, &c. in the said County of, &c. W. S. and E. C. and D. A. on the other part, for the Consideration therein mentioned and reciting as therein is recited, Did, among other things, grant and convey unto the said W. S. E. C. and D. A. and their Heirs, All that Manor of E. with its Rights, Members and appurtenances, in the said County of, &c. to the use and behoof of the said R. B. during his life without impeachment of Waste; and after his decease, unto the use and behoof of the said W. S. E. C. and D. A. their Executors, Administrators and Assigns, for and during the Term of 99 Years, upon Special Trust and Confidence (among

Assignments.

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amongst other Trusts in the said Indenture con-
 ed,) That they the said S. S. W. S. E. C. and
 their Executors, Administrators and Assigns,
 of the Rents and Profits of the said Man-
 and Premises, should pay the yearly Sums
 &c. apiece, to R.B. and J.B. the said R.B. J.B.
 P. B. younger Sons to the said R. B. Father,
 during their respective natural Lives, and to be
 able and paid upon every, &c. day of, &c.
 equal portions. In which Indenture is a
 proviso to this effect. (*viz.*) That if the said
 or any of them should Alien or Assign
 their said Annuity or Yearly payments to
 persons whatsoever, that then such Yearly
 payment, as to the parties Aliening, should cease,
 determine, as in and by the said Indenture
 amongst other things, relation being thereunto
 may more at large appear. Now this In-
 denture witnesseth, That for and in Considera-
 tion of the Sum of, &c. of good and lawful
 Money of *England*, to the said J. B. well and
 in hand paid by the said S. B. before the
 signing and delivery of these presents, the Re-
 ceiver whereof he doth hereby acknowledge, and
 he doth acquit and discharge the said S. B.
 of these presents: And for other good Conside-
 ration on him thereunto moving, he the said J. B.
 himself, his Executors and Administrators,
 Covenant and Grant to and with the said
 his Heirs and Assigns, by these presents, assurance of
 that he the said J. B. shall and will from time to
 the same.
 and at all times hereafter, upon request,
 at the Costs and Charges of the said S. B.
 Heirs and Assigns, do and execute all and
 such lawful and reasonable Act and Acts,
 covenances and Assurances in the Law what-
 ever, for the granting, assigning, releasing or
 extinguishing of the said Annuity or yearly Sum

Trust for rais-
 ing Annuities
 to younger
 Children.

Recital of the
Proviso, That
 if they Alien
 their Annuities
 then to cease.

Consideration.

Covenant for
 making any
 assurance of
 the same.

Assignments.

Till when to
stand seized
to intended
Grantees use.

Constitution of
the Attorney.

Covenant, not
to Revoke.

of, &c. and of all Trusts for payment of same, as by the said S. B. his Heirs or Assigns or by his and their Counsel learned shall reasonably devised or required, so as such Assurance contain no other Covenant or Warranty than only against the acts and deeds of the said J. B. and of all person and persons claiming from by, or under him: And so as the party parties to make the same, be not compelled to Travel from their usual abode for doing the same of: And that he the said J. B. from henceforth and in the mean time, until such Assignment or Release shall be made thereof, shall and lawfully stand possessed and seized of and in the said yearly Rent of, &c. in Trust to and for the sole use and benefit of the said R. C. and his Assigns, or such other person or persons as the said S. by any Writing or Writings under his Hand and Seal, or by his last Will in Writing shall limit and appoint. And the said J. B. by the Considerations aforesaid, doth hereby make, constitute and appoint the said R. C. to be his true and lawful Attorney for him, and in his Name, but to and for the sole benefit and behoof of him the said R. C. To demand, receive of and from the said S. S. N. S. and D. A. their Executors or Assigns the yearly Sum of, &c. and for the same, or any part thereof, to give Acquittances or other Discharges, or for Non-payment thereof, to commence any Action at Law, or in Equity, ratifying, and hereby confirming and allowing whatsoever the said R. C. shall do, or cause to be done in and about the Premises. And that the said J. B. shall not at any time hereafter revoke, annul, or make void the said Letters Attorney or Warranty, so made to the said R. C. as aforesaid, nor do, commit or suffer

or thing whatsoever, whereby the same, or
 Action or Suit in Law or Equity, by the
 R. C. by virtue thereof to be had or pro-
 ceeded, shall or may be released, revoked or
 charged. And also, That in case the said ^{Nor release} C. shall happen to dye before the said J. B. ^{any Actions.}
 whereby the said Letter of Attorney should de-
 termine, that then he the said J. B. shall and will
 give such further Letter of Attorney unto such
 person or persons, as by the said S. B. or his
 Heirs shall be nominated and appointed for the
 recovery of the said yearly Sum of, &c. to the
 proper use and benefit of the said person or per-
 son, so to be nominated or appointed, without
 count to be made to him the said J. B. or his
 Heirs for the same; and with Covenants, not
 to revoke, determine or make void the same,
 by the said S. B. or his Heirs, shall be reasonably
 assented or required. And lastly, The said J. B.
 himself, his Heirs, Executors and Admini-
 strators, doth covenant and grant to and with
 the said J. B. his Heirs and Assigns, by these pre-
 sents, That he the said J. B. hath not at any time
 heretofore done or suffered any act or thing
 whatsoever, whereby the said Annuity or yearly
 Sum of, &c. or any part thereof, or his Trust
 equitable Right or Interest in or to the same,
 shall or may be impeached or incumbered in
 whole, Charge, Estate, or otherwise. In wit-
 ness, &c.

*An Assignment of a Mortgage for Years forfeited
with a Confirmation of the Assignment for the
residue of the Term by the first Mortgagor, with
Proviso for him to redeem, &c.*

Recital of the
Demise for
years.

THis Indenture Tripartite, &c. Between J. F. of, &c. in the County of, &c. on the first part, C. M. of H. in the County of N. on the second part, and C. S. of N. in the County of, &c. on the third part, Whereas by Indenture bearing date, &c. day of, &c. in the year of our Lord, &c. and made between the said J. F. by the name of J. F. of, &c. in the County of, &c. on the one part, and the said C. M. on the other part, the said J. F. for the considerations therein mentioned, did Demise, Grant, Bargain and Sell unto the said C. M. all those Demesne Lands of the Manor of F. with the Appurtenances. And all Lands, Tenements and Hereditaments therein unto belonging, or occupied, used or enjoyed in the Demesne Lands of the said Manor, or accepted, reputed or taken as part, parcel or member thereof, situate, lying and being in the Parish of S. in the said County of N. together with all and singular Messuages, Houses, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Hedges, Hedgrows, Fences, Ditches, Waters, Watercourses, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Demesne Lands belonging, or in any wise appertaining or accepted, reputed or taken as part or parcel thereof. And the Reversion and Reversions, Remainder and Remainders of the said Premises, and all yearly and other Rents and Profits whatsoever, reserved upon any Demise or Lease, made of

he said Premisses or any of them, To have
to hold the said Demesne Lands, Tene-
ments and Hereditaments before mentioned, and
ended to be thereby demised and granted,
with their and every of their Appurtenances, un-
to the said C. M. his Executors, Administrators
or Assigns, for and during the Term of, &c.
thenceforth next ensuing, and fully to be
pleat and ended, without Impeachment of,
or any manner of Waste, under the yearly
rent of one Pepper-corn if it should be demand-
ed. In which Indenture there is a Proviso or
Covenant to this effect, Provided always, and up-
on Condition, nevertheless, That if the said J.F.
Heirs, Executors or Administrators or any of
them, should well and truly pay, or cause to be
paid unto the said C. M. his Executors, Admini-
strators or Assigns, the full and just Sum of, &c.
Good and lawful Money of *England* on the, &c.
of, &c. which was to be in the year of our
said, &c. without any defalcations whatsoever,
Taxes, Charges, Assessments, or for any other
use or thing whatsoever, That then the said In-
denture, and the Assurance thereby made should
be, determin and be utterly void, any thing
therein contained to the contrary notwithstand-
ing. As in and by the said Indenture and Pro-
viso contained, relation being thereunto had
more at large may appear: And whereas default
was made in payment of the said, &c. according
to the said Tenor of the said Proviso, by means
whereof the said Term and Estate, of and in the
said Premisses for 500 Years, by the said recited
Indenture granted, became absolute to the said
C. M. And whereas there is now due to the
said C. M. besides the said principal Money the
Sum of, &c. for Interest, Now this Indenture wit-
nesseth, That for and in Consideration of the

Assignments.

Consideration.

Sum of, &c. of good and lawful Money of *land* to the said C. M. and of, &c. like law
 Money to the said J. F. well and truly in ha
 paid by the said C. S. before the enfealing
 delivery of these Presents, The Receipt
 which said several Sums, they the said C. M.
 J. F. do hereby respectively acknowledge, a
 thereof do respectively acquit and discha
 the said C. S. his Executors and Administrat
 And for other good Considerations them the
 unto moving, he the said C. M. by the dire
 on and appointment of the said J. F. testified
 his being made a party hereunto, and his S
 ing and delivery hereof. And for other g
 Considerations him thereunto moving, Hath
 gained, sold, assigned and set over, and by the
 presents doth bargain, sell, assign and set o
 unto the said C. S. his Executors and Admi
 strators, all those the Demesne Lands of
 Manor of F. in the said County of N. and
 and singular the Premises whatsoever, in the
 recited Indenture mentioned, and intended
 be thereby demised and granted as afore
 with their and every of their Appurtenan
 And the Reversion and Reversions, Remain
 and Remainders of the same, And all Rents
 Profits thereupon reserved, And all the Est
 Right, Title and Interest, Term for years, cl
 and demand whatsoever of him the said C.
 in and to the same, by force and virtue of the
 recited Indenture, or otherwise, together w
 the said Indenture, To have and to hold
 said Demesne Lands, Tenements and Premis
 with their and every of their Appurtenances
 gether with the said Indenture unto the said
 S. his Executors and Administrators, for
 during all the residue and remainder of the
 Term, for 500 Years hereby granted and assign

Habendum.

yet to come and unexpired, under the yearly
 rent, Covenants and Agreements in the said re-
 sed Indenture reserved and mentioned; and the
 said C. M. for himself, his Heirs, Executors and
 Administrators, doth Covenant and Grant to
 and with the said C. S. his Executors and Admi-
 nistrators by these presents, That he the said C. M.
 hath not at any time heretofore committed, done
 or suffered any act, matter or thing whatsoever,
 whereby the said Premises, or any of them,
 should, or may be impeached or incumbered in
 title, Charge, Estate or otherwise howsoever,
 and the said J. F. for the Considerations afore-
 said, hath ratified and confirmed, and by these
 presents doth ratify and confirm unto the said C.
 all those the before mentioned, and intended
 to be hereby assigned Demesne Lands and Pre-
 mises, To have and to hold unto the said C. S.
 his Executors and Administrators, for and during
 the said residue and remainder of the said
 term for 500 years yet to come, and unexpired
 without impeachment of or for any manner of
 waste, discharged of all power and equity for the
 redemption of the same whatsoever in Law or
 equity. Provided always, and it is the true in-
 tent and meaning of these presents, and of the
 parties hereunto. And the said C. S. for himself,
 his Heirs, Executors and Administrators, doth
 Covenant and Grant to and with the said J. F.
 his Heirs and Assigns by these presents, That if
 the said J. F. his Heirs, Executors or Admini-
 strators or any of them, shall well and truly pay
 or cause to be paid unto the said C. S. his Exe-
 cutors or Administrators, the full and just Sum
 of, &c. good and lawful Money of *England*, in
 manner following. (That is to say, &c.) part
 thereof on the, &c. day of, &c. next ensuing the
 Date

Covenant that
 Assignor hath
 done no act to
 incumber.

Confirmation
 by Mortgage

Proviso.

Assignments.

Date hereof, and the Sum of, &c. Residue thereof on the, &c. day of, &c. which shall be in the Year of our Lord, &c. Both the said payments to be made in the common Dining Hall in *Gray's Inn*, in the County of *Middlesex* aforesaid, without Defalcation or Abatement, to be made out of the said Sums, or either of them for Taxes, Charges, Assessments, or for other Cause, Matter or thing whatsoever, That then this present Indenture of Assignment, and the Estate hereby made shall cease, determine and be utterly void or otherwise, that he the said C.S. his Executors or Administrators, shall and will Assign and Transfer unto the said J. F. his Executors or Administrators, or to such other person or persons as he the said J. F. his Heirs or Assigns shall direct and appoint: All those the said Demesne Lands and Premises before mentioned, to be hereby assigned with their Appurtenances, and all his and their Right, Title and Interest, in and to the same, discharged of all Incumbrances by him or them, or by any person or persons claiming, from, by or under him or them committed, done or suffered in the mean time. And the said J. F. for himself his Heirs, Executors and Administrators, doth Covenant and Grant to and with the said C. S. his Executors and Administrators by these presents, That he the said J. F. his Heirs, Executors or Administrators, or some of them shall and will well and truly pay or cause to be paid unto the said C. S. his Executors and Administrators by these presents, the said Sum of &c. and every part thereof, at the Days and place in the Proviso therein mentioned, limited and appointed for payment of the same, without making any deduction or abatement out of the said Sum, or any part thereof for Taxes, Charges,

Covenant for
payment, &c.

arges, Assessments, or for other Cause, Mat-
or thing whatsoever, according to the true
nt and meaning of the said Proviso or Co-
ants, and in discharge thereof without Fraud
Covin. And also that the said recited Inden-
of Lease, for the residue of the Term here
assigned, now is, and from and after the ex-
ing of these presents, shall be and continue a
and effectual Lease and Estate in Law, not
ited, surrendered or otherwise avoided.

That the Ori-
ginal Demise
is a good Deed
in Law.

that he the said C. S. his Executors, Admi-
nistrators or Assigns, shall and may hold and en-
joy the said Premisses, and take the profits of
the same without the let, trouble or disturbance

Covenant for
quiet Enjoy-
ment.

of the said J. F. or of any person or persons what-
soever, freed and discharged of and from all In-
conveniences whatsoever, And also that the said C.
now hath good Right, full Power and Autho-
rity to Grant and Assign the same Premisses in

That Assignor
hath power to
grant.

the manner aforesaid, according to the true intent
and meaning of these presents. And further, that
if any default shall happen to be made in pay-
ment of the said, &c. or any part thereof con-
trary to the Tenor of the abovesaid Proviso or

After default
in payment
Assignee to
enjoy, &c.

Covenant in that behalf, that then and from
thenceforth he the said C. S. his Executors or
Administrators, shall and may hold and enjoy

said Demesne Lands and Premisses, and take
the Rents and Profits thereof, during the residue
of the said Term hereby assigned, without the
let, trouble or disturbance of the said C. M. or J. F.

of either of them respectively, or of any o-
ther person or persons whatsoever, And likewise
if any default shall happen to be made in

payment of the said, &c. or of any part thereof,
contrary to the Tenor of the above said Pro-
viso or Covenant in that behalf ; That then and

from

And then also
to make fur-
ther assurance.

from thenceforth he the said J. F. and the C. M. and either of them respectively, and person and persons claiming the Premises, any Estate, Right, Title or Interest, in or to same shall and will at the Request, Cost and Charges of the said C. S. his Executors or Administrators make and execute, or procure to be made and executed, such further and other Deeds or Acts, for the strengthening, confirming and making absolute of the Remainders of the said Term, hereby assigned to the said C. S. his Executors and Administrators, discharged of the said Proviso or Covenant, as by the said C. S. his Executors or Administrators, or by his or their Council learned, shall be reasonably desired or required. In Witness, &c.

An Assignment of an Annuity or Rent Charge, granted by a former Husband, to the use of his Wife for her Life, who before Inter-marriage with a second Husband, by his Consent, and together with him Settles it upon Trustees to prevent intermeddling, and that the same shall be at sole disposing.

Recital of the
Grant of the
Annuity.

THis Indenture Quadripartite made, &c. between A. B. of the first part, C. D. of the second part, E. F. of the third part, and G. H. and J. K. of the fourth part. Whereas J. D. late Husband of the said C. D. of, &c. deceased, by his Indenture bearing date, &c. made between him the said J. D. of the one part, and the said A. B. of the other part, for the Consideration therein expressed, did Give, Grant, and Constitute unto the said A. B. one Annuity or yearly Rent of, &c. of lawful Money of England, to be paid

and going out of all, &c. To have and to hold the same unto the said A. B. his Heirs and Assigns, from and immediately after the death of him the said I. D. for and during the Term of 70 years, if C. Wife of the said I. D. should long live, upon special Trust in the said Indenture mentioned and declared : That he the said A. B. his Heirs and Assigns should permit, and suffer the said C. D. and her Assigns, (in case she should Survive the said I. D. her Husband) to use, enjoy, perceive and receive the same, and every part thereof to her own proper use during so many years of the said Term, as she should happen to Live, at such days and times as the same is thereby limited to be paid ; As in and by the said recited Indenture, Relation being thereunto had more fully and at large it doth and may appear. And whereas there is a Marriage intended to be shortly had, and solemnized between the said E. F. and the said C. D. And whereas it is agreed between the said E. F. and C. D. That she the said C. D. shall any way from time to time, and at all times as well during the intended Coverture, between them the said E. F. and C. D. as if she the said C. D. was still single and unmarried, receive to her self or otherwise dispose of the said Annuity, or yearly Sum of Money &c. aforesaid, and of every part thereof, and of all the Profits, Penalties or Sums of Money accruing or becoming, or which may at any time hereafter accrew or become due and payable, or in respect or by reason of the same to such person or persons, and in such manner as the said C. D. shall think fit, Exclusive always unto him the said E. F. so as he shall not intermeddle, or have any thing to do therewith. Now this Indenture witnesseth, That in pursuance of the said Agreement, and for and in Consideration of the several

Recital of the
Marriage and
Agreement.

Assignments.**Grant.**

several Sums of 5 s. apiece, to them the said B. C.D. and E. F. severally in hand paid by the said G.H. and J.K. at or before the enfealing and delivery of these presents, &c. the several Receipts whereof are hereby respectively acknowledged and in pursuance and performance of the Trust as aforesaid, remaining in the said A. B. as aforesaid. He the said A. B. by and with the especial direction, consent and appointment of them the said C. D. and E. F. testified their being parties unto and Sealing and Delivery of these presents. Hath granted, assigned and set over, and by these presents doth Grant Assign and set over unto the said G. H. and J. K. their Executors, Administrators and Assigns, the said Annuity or yearly Rent of, &c. to be issued and going forth of all those Messuages, &c. by the said recited Indenture mentioned, and Arrerages and Forfeitures thereof, or for the same: And all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, of him the said A. B. of in and to the same yearly Rent or Sum of, &c. and all Arrerages and Forfeitures thereof; Together with the said Indenture, and the benefit and advantage of all Covenants and Clauses therein contained. To have and to hold, perceive, receive and take the said Annuity or yearly Rent Charge of, &c. and all Arrerages and Forfeitures thereof for the same. Together with the said recited Indenture, and the benefit and advantage of all Covenants and Clauses therein contained unto them the said G. H. and J. K. their Executors, Administrators and Assigns, for, by and during all the rest and residue of the said Term of 70 years therein yet to come and unexpired. If she the said C. D. shall so long live, in as large and ample manner, to all intents and purposes as the

Habendum.

same

he was granted unto him the said A. B. in
 and by the said recited Indenture. Yet neverthe-
 upon the Trusts and Confidence, and to the
 intents and purposes herein after declared
 to no other use, intent or purpose whatso-
 er. (That is to say,) upon Trust and Confi-
 nce, and to the intent and purpose that they
 said G. H. and J. K. and the Survivor of them,
 Executors, Administrators and Assigns, shall
 may demand, levy, take and receive the said
 nuity or yearly Rent Charge, and every part
 reof, and all Arrerages and Forfeitures now
 or to be due, for or by reason of the same,
 shall from time to time, and at all times
 er, imploy, dispose and pay the same Annu-
 or yearly Rent Charge, and every part there-
 and all Arrerages or Forfeitures of or for the
 e, and all the proceed and profits which shall
 made thereof, not unto him the said A. B.
 Executors, Administrators or Assigns, or any
 er person or persons for his or their use, or
 his appointment, but unto the proper hands
 the said C. D. or to such other person or per-
 as only, and to such other uses, intents and
 poses only, and in such other manner only,
 by any Writing or Writings to be subscribed
 the said C. D. with her own hand, in the pre-
 ce of two or more credible Witnesses, shall
 from time to time declared, limited and
 pointed. And from time to time until such
 pointment made and subscribed as aforesaid
 the said C. D. they the said G. H. and J. K.
 and the Survivor of them his Executors, Admi-
 strators and Assigns, shall and may retain
 and keep in their own hands and custody the
 d yearly Rent or Sum of, &c. and every part
 ereof, and all Arrerages or Forfeitures of or
 the same, and all the proceed and profits
 which

Declaration of
Trust.

Trustees to pay
it to C. D. or
whom she ap-
points, and not
to the Husband

Until appoint-
ment Trustees
to keep it in
their hands.

Assignments.

For default of appointment, the Arrears to be paid to the next of Kin, (except the Husband.)

Covenant, That E. F. hath not done, nor will do any act to release the Annuity or Arrearages.

which shall or may be made thereof, until such limitation or appointment shall be thereof made in manner as aforesaid; and for default of such limitation and appointment to be made by the said C. D. as aforesaid, of the said yearly Rent or Sum, or of any part thereof, in manner aforesaid, That then and in such case they the said G. H. and J. K. and the Survivor of them, his Executors, Administrators and Assigns, shall pay and dispose of the same yearly Rent, or such part thereof, whereof no such appointment is made in manner aforesaid, not to him the said E. F. his Executors, Administrators and Assigns, or to any other person or persons to his or their own use, or by his or their appointment; but to such other person or persons other than the said E. F. who shall have right to Administer, as next of Kindred to the said C. D. and to or for no other person, use, interest or purpose whatsoever. And the said E. F. himself, his Heirs, Executors and Administrators doth covenant, promise, grant and agree to do with the said G. H. and J. K. and the Survivor of them; his Executors, Administrators and Assigns by these presents, in manner and form following (that is to say) That he the said E. F. hath at any time heretofore made or done, or shall or will at any time hereafter, wittingly or willingly make, do, or suffer any act, matter or thing whatsoever, whereby or wherewith the before mentioned to be hereby assigned Annuity, or any part thereof, and the Arrearages thereof, or forfeitures for the Non-payment thereof, are, or shall, or may be released, discharged, or hindered to be received and paid according to the true meaning of these presents. And further, That she the said C. D. shall and may from time to time, and at all times

after, as well during the said intended Co-
 verture, as if she was still sole at her own
 and pleasure, according to the Agreements
 Trusts aforesaid, to make any such dispo-
 limitation, or appointment of all or any
 of the said Annuity or yearly Rent, and of
 sums of Money due for non payment there-
 and of the proceed and profit thereof, by
 Writing under her Hand and Seal, executed
 aforesaid; and to do all and every other act
 acts in pursuance of the Power aforesaid, as
 and effectually, being under Coverture, as
 the said C. D. was then sole and unmar-
 And that they the said G. H. and J. K. and
 survivor of them, his Executors, Administra-
 and Assigns, shall and may execute and per-
 the Trusts accordingly, without the let,
 trouble or interruption of him the said E. F.
 Executors, Administrators or Assigns. And
 That he the said E. F. his Executors, Admi-
 nistrators or Assigns, or any or either of them,
 not, nor will not at any time hereafter,
 ing the said intended Coverture, or after-
 shall intermeddle with the said Annuity or
 any Sum of, &c. or any part thereof, nor the
 charges thereof, or Forfeitures for the same,
 nor the proceed or benefit thereof, or of any
 thereof; but that all and every person and
 persons, to whom she the said C. D. shall dispose
 same, or any part thereof, shall and may at
 times hereafter, receive, hold and enjoy the
 quietly and peaceably, without the let, suit,
 trouble, interruption, claim or demand whatso-
 ever, either in Law or Equity, of him the said
 his Executors, Administrators or Assigns, or
 any other person or persons claiming, or to
 him, by from or under him or them, or his or
 his, or by his or their appointment, privy.

There the Wife
 shall dispose
 and appoint.

E. F. not to in-
 termeddle, but
 to permit all
 persons to
 whom, &c.
 to receive.

E. F. to do any
further act, &c.

Trustees to
account for no
more than they
receive, and
to deduct
Charges,

or procurement. And further, That he the said
E. F. his Executors, Administrators and Assigns
shall and will from time to time, and at all times
hereafter, upon the reasonable request, and at the
Costs and Charges in the Law of them the
said G. H. and J. K. or the Survivor of them, his
Executors, Administrators or Assigns, make, do
and execute, or cause and procure to be made
done and executed, all and every further and
other lawful and reasonable act and acts, for
the executing, perfecting and performing of the
trusts, intents, purposes and agreements afore-
said; and to enable her the said C. D. notwith-
standing the said intended Marriage, to dispose
limit and appoint the same Annuity or yearly
Rent, and every part thereof, and all and every
Sum and Sums of Money due or payable by
Non-payment thereof, and the proceed and bene-
fit thereof, and of every part thereof, as well
during the said intended Coverture, as before
according to the true intent and meaning of
these presents, and of the Trusts herein before
mentioned. And lastly, It is declared and con-
ced by and between all and every the said par-
ties to these presents, That they the said G. H.
and J. K. (Trustees herein before named) and
the Survivor of them, his Executors, &c. shall
be only charged and chargeable with, and ac-
countable for such Moneys as they shall respec-
tively actually receive by, and out of the pre-
misses, and with no more, nor the one for the
other, or with or for the Receipts or disburse-
ments the one of the other; and that they and
every of them shall and may be saved harmless
and deduct to themselves, by and out of the
premisses, of and for all such costs, charges, dam-
ages and expences, as they or any or either of them
shall bear, sustain, expend or be put unto, by rea-

Assignments.

67

the Premises, or the Trusts thereof herein
fore declared, or the Execution or Manage-
ment thereof, or in any wise touching or con-
cerning the same. In witness, &c.

Assignment of a Judgment, by an Executor, with good Covenants.

TO all Christian People to whom these pre- Recital of the
sent Writings shall come, F. L. of, &c. Son Assignors, being
and Executor of the last Will and Testament Executor, &c.
K. L. late of, &c. his late Father, deceased,
underth Greeting. Whereas in *Easter* Term, in
the Year, &c. he the said H. L. obtained a Judg-
ment of 400 l. besides costs of Suit, in the Court
of Common Pleas at *Westminster*, against Sir P. F.
of, &c. now deceased, as by the Record
thereof, remaining in the said Court of Com-
mon Pleas, relation being thereunto had, more
large it doth and may appear. And whereas
since the obtaining of the said Judgment, he
the said H. L. is since deceased, having made his
last Will and Testament in Writing, and there-
by constituted and appointed the said F. L. his
Executor, who hath made Probat of the
said Will before a competent Ordinary, and
taken upon him the Execution thereof, by force
and virtue whereof the said F. L. is become
lawfully and lawfully interested and entituled
and to the said Judgment of 400 l. and the
whole benefit and profit thereof, as Executor to
the said late Father. Now know ye, That the
said F. L. for and in Consideration of 200 l. of Consideration:
lawful Money of *England*, to him satisfied and
paid, or secured to be satisfied and paid; and for
others other good Causes and Considerations
thereunto moving, Hath granted, assigned Grant:
F 2 and

Assignments.

Authority to
sue as Attorney.

and set over, and by these presents doth grant, assign and set over unto N. K. his Executors, Administrators and Assigns, as well the said Judgment of 400 l. as also the benefit, profit and advantage, sum and sums of Money whatsoever, that the said F. L. may any ways have or claim, challenge or demand, or which hereafter shall be obtained or gotten, upon or by reason of the said Judgment, or of any Execution, Extent, or Re-extent thereupon had, or to be had, sued, executed or obtained, and all the Estate, Right, Title, Interest and demand whatsoever which he the said F. L. hath, or ought to have or claim, of, in or to the said Judgment, or any Monneys, Lands, Tenements, or other things which by virtue thereof, or of any Process or Proceedings thereupon are, or shall be recovered, obtained or gotten. And the said F. L. doth by these presents, make, ordain and appoint the said N. K. his true and lawful Attorney and Assigns for him and in his Name to take out Execution upon the said Judgment, or prosecute any Execution, Process or Extent already sued forth, or otherwise to compound and agree with the Heirs, Executors or Assigns of the said Sir P. or any other person or persons, for the same as to his said Attorney, his Executors or Assigns shall be thought fit and convenient, and upon satisfaction given, or any other end, composition or agreement made concerning the premises to acknowledge satisfaction, or to make and give any other release or discharge for the same. And the said F. L. doth by these presents grant and grant unto his said Attorney, his Executors, Deputy and Assigns, full power and authority for him, and in his name and stead to do, perform, execute and accomplish all and every lawful act and acts, thing and things whatsoever

as his said Attorney shall think requisite and needful so to be done in and about the Premises, in as ample sort as he himself might do if he were personally present. And the said F. L. Covenants for himself, his Executors and Administrators, to and with the said N. K. his Executors, Administrators and Assigns, by these presents, to ratifie and confirm all that his said Attorney, Substitute, or Assigns shall lawfully do, or procure to be lawfully done in his name and stead, in and about the premises, at the costs and charges of his said Attorney, his Executors or Assigns. And that at the Sealing and Delivery of these Presents, the said Judgment is and remaineth unpaid and unsatisfied: And that he the said E. L. or the said H. L. his late Father, have, nor hath at any time heretofore, released, discharged, or made void the said Judgment, nor that the said F. L. his Executors or Administrators, shall or will at any time hereafter, release, discharge, or make void the said Judgment or Sum of Money thereby recovered, or any part thereof, or any Execution or Extent thereupon, had or to be had, nor otherwise do or suffer to be done, any act or thing whatsoever, that shall or may be any ways prejudicial to the said Judgment, or impeach the validity thereof, or any other lawful course that shall be had or prosecuted, upon or by reason of the same Judgment, by the said N. K. his Executors or Assigns, unless it be at the Request, and by and with the Consent of the said N. K. his Executors or Assigns, first had in Writing, under his or their Hands and Seals, nor shall revoke or countermand any Power or Authority, to him by these presents given and granted. And moreover, That it shall and may be lawful to and for the said N. K. his Executors and Administrators, to have and take, receive,

Assignor Covenants to confirm what the Assignee acts in pursuance, &c.

Covenant, That Assignor will not Release, nor prejudice his Assignments

Nor revoke these presents.

Assignments.

Assignor cove-
nants upon
Request, &c.
to acknowledge
satisfaction on
the Judgment.

Assignee cove-
nants to in-
dempnify
Assignor against
all Costs, &c.

Covenants for
further Assu-
rance.

detain and keep to him and to their own use and uses, all such benefit, Sum and Sums of Money, as shall be had, taken or received, upon or by reason of the said Judgment, or any Execution or Extent, without any account or other recompence thereof, or therefore, to be had or made in any wise. And further also, That the said F. L. his Executors and Administrators, shall and will at all times hereafter, being thereunto reasonably required, and at the costs and charges of the said N. K. his Executors, Administrators or Assigns, acknowledge satisfaction upon Record of the said Judgment. And the said N. K. for himself, his Executors and Administrators, and every of them, doth Covenant, Grant and Agree, to and with the said F. L. his Executors and Administrators, and to and with every of them by these presents, That he the said N. K. his Heirs, Executors and Administrators, or some or one of them, shall and will at all times hereafter, save, defend and keep harmless and indemnified him the said F. L. his Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, and Hereditaments whatsoever, of and from all and all manner of costs and charges, suits, troubles and losses whatsoever, that shall or may happen to or against him the said F. L. his Executors and Administrators, or any of them, for or by reason of, concerning or relating to the said Debt, Judgment or any Execution, Prosecution, matter or thing to be had or taken forth by the said N. K. his Executors, Administrators or Assigns, or any of them, or by his, their, or any of their procurement, by colour or reason of the premises. And the said F. L. for himself, his Executors and Administrators, doth covenant to and with the said N. K. his Executors, Administrators and Assigns

by these presents, That he the said F. L. his Executors, Administrators and Assigns, shall and will from time to time, and at all times hereafter, at and upon the lawful and reasonable Request of the said N. K. his Executors, Administrators or Assigns, to be made unto the said F. L. his Executors and Administrators, and at the proper costs and charges in the Law, of the said N. K. his Executors, Administrators and Assigns, make, do, acknowledge, execute, or cause or procure to be had, made, done, knowledged and executed, any other Letter or Letters of Attorney to the said N. K. his Executors or Administrators, to empower him and them to prosecute upon the said Judgment, in like manner as the said F. L. hath hereby authorized the said N. K. to do, and with the like Covenants as are herein contained. And that he the said F. L. his Executors and Administrators shall from time to time, and at all times hereafter, do all and every such further, lawful and reasonable act and acts, thing and things, device and devices, conveyance and conveyances, and assurances in the Law whatsoever, for the further and better strengthening and corroborating of the Title of the said N. K. his Executors, Administrators or Assigns, as by his or their Counsel learned in the Law of the Realm, shall be reasonably devised, advised or required, so as for doing thereof the said F. L. his Executors or Administrators, be not compelled to Travel from the place or places of his or their abode at the time of such Request made, and so as no such further Assignment or Act comprehend no further Warranty or Covenants than are in these presents contained

*An Assignment of a Moiety of a Patent of a new
Invention.*

Recital of the
Patents.

THIS Indenture made the, &c. day of, &c.
Between R. R. of, &c. of the one part
and W. B. of, &c. and R. R. of, &c. and J. M. of
&c. of the other part, Whereas the said R. R.
hath by his long study and expence invented the
Art of spreading and casting of light, by a new
and unusual Figure of Foyled Glass, polished
without grinding, with Pipes of Glass to hold
Candles, never before known or used in any of
his Majesties Dominions. And whereas our afore-
said Sovereign Lord King *Charles the Second*,
by his Letters Patents witnessed by himself at *West-
minster*, and bearing the same date with these pre-
sents, of his special Grace, certain knowledge,
and meer Motion hath given and granted, and
by the said Letters Patents for himself, his Heirs
and Successors doth give and grant unto the said
R. R. his Executors, Administrators and Assigns,
Special Licence, full Power, sole Privilege and
Authority, That he the said R. R. his Executors,
Administrators and Assigns, and every of them
by themselves or their Deputy and Deputies,
Servants and Agents, and such others as the
said R. R. his Executors, Administrators or As-
signs, shall at time agree with from time to
time, and at all times hereafter, during the
Terms of years in the said Letters Patents ex-
pressed, shall and lawfully may use, exercise and
enjoy a certain Invention of casting and spread-
ing of Light by a polished Glass, which he the said
R. R. by his great industry cost and labour hath
found out, and attained in the said Letters Pa-
tents particularly mentioned and described, with-
in any part or parts, place or places whatsoever,

in or belonging to the Kingdom of *England*,
 Dominion of *Wales*, &c. unto such manner, and
 according to such Rates, Allotments and Limi-
 tions, as to him the said R.R. his Executors, Ad-
 ministrators and Assigns or any of them, shall
 their discretions seem most meet, And that
 the said R. R. his Executors, Administrators
 and Assigns, shall and may have and enjoy the
 benefit, profit, commodity and advantage,
 from time to time coming, growing and arising
 reason of the said Invention, during the Term
 14 years, from the day of the said Letters Pa-
 tents next and immediately ensuing, and fully to
 compleat and ended, according to the Sta-
 tute in that case made and provided, with a pro-
 hibition to all persons whatsoever, to use the said
 Invention or any part thereof other than the said
 R. his Agents, Deputy or Assigns, As in and
 the said Letters Patents bearing date as above-
 said, and inrolled in his Majesties High Court of
 Chancery, a Copy whereof is hereunto annexed,
 more fully and at large may appear. Now this
 Indenture witnesseth, That the said R.R. in Con-
 sideration that the said W.B. R.R. and J.M. have
 their sole and proper cost and charge passed the
 said Letters Patents under the Broad Seal, and in
 consideration that the said W. B. R. R. and J.M.
 have lent the said R.R. 100*l.* of lawful Money of
England, to be repaid in manner and form, as
 in a certain Indenture of Articles bearing date
 with these presents, and made between the said
 parties to these presents is limited and appointed,
 and for divers other good causes and considera-
 tions him thereunto moving, Hath given, grant-
 ed, assigned and set over, and by these presents
 hath clearly give, grant, assign and set over unto
 the said W. B. R. R. and J. M. their Executors and
 Administrators, and to and for the only use and
 behoof

Consideration.

Grant.

Assignments.

behoof of them, their Executors and Administrators, one Moiety or half part of the aforesaid described Invention of casting and spreading of Light, and also all the Right, Title, Interest of the said R. R. of the said moiety or part, in as full and ample manner and form as all intents, constructions and purposes, as he said R. R. by virtue of the said Letters Patents may or might have the same, if the said Assignment or Grant had never been made, for and during the Term of 14 Years mentioned in the said Letters Patents. And the said R. R. doth further by these presents constitute, authorize, nominate and appoint the said W. B. R. R. and J. M. his Assignees, Deputies and Grantees of and for the one moiety of the said Invention, according to the power given to the aforesaid R. R. by the said Letters Patents, for the Term of 14 Years mentioned in the said Letters Patents. And the said R. R. doth Covenant to and with the said W. B. J. B. and J. M. that they and the said R. R. shall hereby become Joint-partners in executing and using the said Invention for the Term aforesaid, they the said W. B. R. R. and J. M. have, take and receive one half part, or share of the whole clear profit and advantage whatsoever that may or shall from henceforth in any way or sort or manner be made or raised, for or by reason of the new invention of casting and spreading of Light or otherwise, for or by reason thereof, as likewise one half part or share of the interest of the said Patent, the same being taken in the name of the said R. R. Notwithstanding as for one moiety thereof, the same is agreed and declared to be in trust for the said Parties, and the said R. R. to have and enjoy the other moiety thereof to his own use, and that the said R. R. his Executors and Administrators, at a

The Grantor
and Grantees
shall be Joint-
partners.

in every reasonable request of the said W. B. Covenant for R. and J. M. their Executors and Administrators, further assistance. shall and will do, seal and execute all and every thing and things, Act and Acts by the said W. B. R. R. and J. M. as their Counsel shall advise, for the better ensuring the one Moiety the interest of the said Patent hereby assigned to the said Parties; and the said R. R. doth himself his Executors and Administrators, covenant, Promise and Agree, to and with the said W. B. R. R. and J. M. their Executors and Administrators, and the said W. B. R. R. and J. M. do for themselves their Executors and Administrators, covenant, promise and agree with the said R. R. his Executors and Administrators, and every of the said Parties to these Presents do mutually covenant, promise and agree, to and with each other to the same in manner and form following, that neither of the said Parties to these presents, shall without the consent of the other first had and obtained, constitute, authorize or appoint any person or persons to be their Agents, Deputies or Agents in trust for the making, or exercising the said Invention or any thing belonging thereunto, but that all such persons as shall be assigned, or deputed Agents or Servants carrying on the said work, shall be assigned or deputed, and appointed by the consent of both Parties, and that neither of the said Parties to these presents, shall assign over their respective interest in the said Patent, or any part of it to any person or persons whatsoever, without a tender first made to the other of the said Parties, and a refusal of that party to whom the tender is made, give the party so being minded to dispose of his part, as much Money and as great a Consideration as any other person shall really and bona fide proffer.

That neither of the parties shall employ any Deputies without consent of the other.

That neither party shall dispose of their interest without tender and refusal by the other.

An Assignment of a Lease of a Rectory and Lease for three Lives, with Warrant of Attorney Sue for Arreages of Rents, and other Assignments and Covenants.

Recital of
Lease.

THis Indenture made the, &c. day of, &c. in the 25 Year of the Reign of Charles the Second, &c. Between R. W. of, &c. eldest Son of R. W. of, &c. the elder and M. his Wife one of the Daughters of H. F. late of, &c. in the County of, &c. deceased of the one part, and J. of, &c. of the other part witnesseth, That whereas the said H. F. deceased, by his Indenture Demise and Lease lawfully executed, made between him the said H. F. by the name of H. of, &c. in the County of, &c. the elder Esquire of the one part, and the said M. F. by the name of M. F. of, &c. aforesaid Spinster, one of the Daughters of the said H. F. R.C. of, &c. and J. of, &c. in the said County. Gent. of the other part bearing date the day of, &c. for and upon good Considerations in the said recited Indenture specified according to a power limited to him the said H. in and by certain Indentures bearing date, &c. did demise, grant and to farm, let unto the said M. F. his Daughter, all the Rectory or Parsonage of *Cuddington, alias Quiddington, alias Nonfack* in the said County of Surrey, Together with all Tythes, Oblations, Obventions, Profits, Commodities, Pensions, Portions and Appurtenances to the same Rectory or Parsonage belonging or appertaining, or as part, parcel or Member thereof, Leased, Occupied or Enjoyed, then or late in the Occupation of, &c. or his Assigns To have and to hold the said Rectory or Parsonage, and the Tythes, Oblations Obventions, Pensions, Portions, Profits, Commodities and Appurtenances

Appurtenances thereunto belonging : And the
 Closes with Appurtenances called, &c. unto
 said M. F. the younger, her Heirs and Assigns
 and during the several lives of the said M. F.
 J. R. and G. C. and of the longest liver of
 them, Yeilding and paying therefore yearly,
 the several lives of the said M. F. J. R. and G.
 to the said H. F. his Heirs and Assigns the year-
 Rent or Sum of 3 *l.* of lawful Money of Eng-
 land, at the Feasts of the Annunciation of *Mary*
 the blessed Virgin, and St. *Michael* the Archan-
 gel, at or in, &c. As in and by the said Indenture
 of Lease, Relation being thereunto had, may
 more plainly and at large appear. And whereas
 the said M. F. after the making of the said first
 Indenture of Lease, intermarried with
 the said R. W. the elder, and is since dead leav-
 ing Issue the said R. W. the younger, her Son
 and Heir, without making of or consenting to
 any Assignment of the Premises, or any part of
 them to any other, whereby all the Right and
 Title of her the said M. in and to the Premises
 come unto the said R. W. the younger, where-
 by he the said R. W. the younger, is become
 lawfully seized of all and singular the said Pre-
 mises for and during the several Lives of the said
 R. and G. C. and of the longer liver of them.
 Now this Indenture further witnesseth, That the
 said R. W. the younger, for and in Consideration
 of the Sum of 20 *l.* of lawful Money, &c. to
 him in hand paid by the said J. B. at and before
 the enfealing of these presents, whereof and
 wherewith the said R. W. doth hereby acknow-
 ledge himself well and truly satisfied and paid,
 and thereof and of every part and parcel there-
 of, doth clearly acquit, exonerate and discharge
 the said J. B. his Executors, Administrators and
 Assigns, and every them by these presents, Hath
 given,

Consideration.

Grant.

given, granted, bargained and sold, assigned
 let over, and by these presents doth, &c. to
 the said J. B. his Executors, Administrators
 Assigns, The said Rectory and Parsonage of
Quiddington, alias Quiddington, alias Nonsuch in the
 County of *Surrey*, Together with all Tythes, O
 lations, Obventions, Profits, Commodies, Pe
 sions, Portions and Appurtenances to the sa
 Rectory or Parsonage of, &c. belonging or
 pertaining, and also the said Closes, &c. in
 said recited Indenture of Lease mentioned, to
 demised to the said M. F. together with the
 Indenture of Lease mentioned, and all the
 Estate, Right, Title, Interest, Power, Possibility
 Claim and Demand whatsoever, which the
 R. W. hath or ought to have, or can or may
 any means ask, challenge or demand, of in
 to the said Rectory or Parsonage, Messuage, T
 nement, Cottage, Lands, and other the Prem
 ses before mentioned, or of or to any part the
 of, and the Reversion and Reversions, and R
 mainder and Remainders, of all and every t
 said Premisses with the Appurtenances whate
 ver, To have and to hold all and every the sa
 Rectory or Parsonage, Messuage, Tenement
 Cottage, Lands and all other the Premisses wh
 soever, hereby granted, or meant or mentione
 to be hereby granted, with all and singular the
 Appurtenances, and every part and parcel the
 of, together with the said Indenture of Lea
 and all the Estate, Right, Title, Interest, Power
 Possibility, Claim and Demand whatsoever, whic
 the said R. W. hath or ought to have, or can
 may by any means ask, challenge or demand
 in or to the said Rectory or Parsonage, Messuage
 Tenement, Cottage, Lands, or other the pre
 misses, with the Appurtenances, or of, in or
 any part thereof, and the Reversion and Revers

Habenam.

fions

Remainder and Remainders of all and every
 said premisses to the said I. B. his Executors,
 Administrators and Assigns, from the day of the
 of these presents, unto the end of the Term,
 for and during the whole Term, time, and
 of 99 Years, if the afore-mentioned I. R.
 G. C. or either of them so long live, under
 Rents and Covenants in the said recited In-
 sure contained, to be paid and performed
 them that have or shall have the Reversion of
 said Premisses, which Rents and Covenants
 said I. B. doth hereby covenant for himself,
 Executors and Administrators, to pay, fulfil,
 form and keep. And the said R. W. for him-
 his Heirs, Executors, Administrators and
 Assigns, doth covenant and grant to and with the
 I. B. his Executors, Administrators and Assigns,
 to and with every of them by these presents,
 that he the said R. W. now hath full power,
 good and lawful Authority to grant and
 assign the said Rectory or Parsonage, Messuage,
 Tenement, Cottage, Lands, and all other the said
 premisses, with the appurtenances, to the said I. B.
 Executors, Administrators and Assigns, for
 and during all the Term hereby granted in
 manner and form aforesaid, notwithstanding
 any act or thing done by the said R. W. the
 younger, or M. F. Mother of the said R. And
 that he the said I. B. his Executors, Administra-
 rs and Assigns, shall and may at all times,
 during the Term hereby granted, and accord-
 ing to the true intent and meaning of these pre-
 sents, peaceably and quietly have, hold, occupy
 and enjoy all and every the said Rectory or
 Parsonage, Messuage, Tenement, Cottage, Lands,
 and other the premisses, with the appurtenances,
 without any manner of let, stop, suit, trouble,
 objection, eviction, interruption or disturbance
 of

Covenant,
 That Assignee
 shall perform
 the Covenants
 in the Lease.

That Assignor
 hath power to
 grant.

Covenant for
 quiet Enjoy-
 ment.

Covenant for
further Assur-
ance.

of the said R. W. his Heirs, Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, and be acquitted, exonerated, discharged, or otherwise well and sufficiently saved and kept harmless, and from all manner of former and other Bargains, Gifts, Grants, Assignments, Joyntures, Dower, Judgments, Executions, Forfeitures, and from all other Charges and Incumbrances whatsoever, had, made, suffered or done, or hereafter to be had, made, suffered or done by the said R. W. his Heirs, Executors, Administrators and Assigns, or any of them, or by any other person or persons whatsoever. And the said R. W. by him, his Heirs, Executors, Administrators and Assigns, doth Covenant and Grant to and with the said J. B. his Executors, Administrators and Assigns, and to and with every of them by these presents, That he the said R. W. shall and will at all times hereafter, and from time to time during the Natural life of the said R. W. at the reasonable request, costs and charges in the Law, of the said J. B. his Executors, Administrators or Assigns, do, make, knowledge and execute, or cause to be made, done, knowledge and executed, all and every such further act and acts, thing and things, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, for the further assurance, surety, sure making and conveying of all and every the said Rectory or Parsonage, Messuage, Tenement, Cottage, Lands, and other the premises before-mentioned, with the appurtenances, and every part thereof, to the said J. B. his Executors, Administrators and Assigns, for and during the Term hereby granted, as by the said J. B. his Executors, Administrators and Assigns, or any of them, or his or their Counsel learned, shall be reasonably

Conably devised, advised and required. And
 her the said R. W. the younger, for the Con-
 ration aforesaid; hath bargained and sold;
 by these Presents doth bargain and sell unto
 said J. B. his Executors; Administrators and
 Assigns, all and singular the arrears of Rent,
 and Profits of the said Rectory, Parsonage
 Premises, which are or shall grow due and
 payable to the said R. W. And whereas the
 tithes, Obventions, Oblations, Profits, Commo-
 nes, Portions and Pensions, belonging to the
 Rectory or Parsonage, have for years
 past been subtracted, detained and not paid
 by the said R. W. the younger, to whom of right
 they did belong, and all or most part of them
 have been received by one H. F. or his Agents;
 the said R. W. hath made, ordained, constituted
 and authorized, and by these Presents doth make
 and constitute and appoint the said J. B. his
 Executors and Assigns, to be his true and lawful
 Attorney and Attorneys; and the said R. W. doth
 by these Presents give and grant unto the said
 J. B. his Executors and Assigns, full power and
 Authority, for or in the Name or Names of the
 said R. W. his Executors and Assigns, Neverthe-
 less, to the only use and behoof of the said J. B.
 his Executors and Assigns, to demand, make,
 recover and receive of the said H. F. or any
 person or persons, or their respective Heirs,
 Executors, Administrators and Assigns, or of any
 of them respectively, all Arrears of Rent due
 by the Premises, or any part thereof, to the said
 R. W. And all Arrears of Tithes, Obventions;
 Oblations, Profits; Portions, Pensions, Commo-
 nes, Duties and Appurtenances belonging to
 the said Rectory, or part or parcel thereof, which
 have been detained, subtracted or received by
 H. F. or any of them; and which are Arrears
 owing;

Assignor grants
 Arrearages of
 Rents.

Authority to
 sue for Arrears
 of Rent in the
 Grantor's
 Name, and
 that Grantor
 will not dis-
 continue or be
 Non-suited; &c.

owing, due and payable, or which ought have been paid to the said R. W. and to use ways and means for recovery thereof in Law or Equity; and the same so recovered, to detain and keep, to the only use and behoof of the said J. B. his Executors and Assigns, without any Accompt to be rendred, ratifying, allowing and confirming all and whatsoever the said J. B. his Executors or Assigns, or any of them, shall do, or cause to be done, in or about the Premises by vertue of these Presents. And the said R. W. for himself, his Executors and Administrators doth further Covenant with the said J. B. his Executors and Administrators, not to revoke, disallow, discontinue, deny or be non-suited or otherwise to do any thing that may be hurtful, prejudicial, or any bar or let therein, thereunto by any means whatsoever. In witness, &c.

An Assignment of a Lease of Tithes to two Persons in Trust, for a Provision for a younger Son.

Recital.

THIS Indenture made the day of, Between B. M. of, &c. Esq; of the one part J. J. of, &c. F. F. of, &c. and J. M. youngest Son of the said B. M. of the other part. Whereas A. was in his life-time lawfully seised in his mesne as of Fee, of and in divers Tithes, as great as small, issuing out of divers Lands in the County of Y. hereafter in these presents particularly mentioned, viz. out of all the Field called, &c. (So recite all the Particulars) And being so seised, by his Indenture of Lease bearing date, &c. for the Considerations therein mentioned, Did grant, bargain and sell unto the said B. M. his Executors, Administrators and Assigns, all the said Tithes by the name of,

those his Tithes as well great as small, Fruits,
 Emoluments and Profits whatsoever, coming,
 growing, arising or renewing in L. aforesaid, in
 the said County of Y. which sometime heretofore
 did belong or appertain unto the Priory of
 in the said County of Y. Together with all
 singular yearly Rent and Rents whatsoever,
 served, due or payable in, by or upon any
 lease or Lease, Demises or Leases made of
 the Premises, or of any part thereof; To Have
 and to Hold all, and singular the said Tithes,
 Fruits, Emoluments and Profits, and all and sin-
 gular other the Premises, and every part and
 parcel thereof, unto the said B. M. his Executors,
 Administrators and Assigns, from the day of the
 date of the said recited Indenture, for, during
 unto the full end and Term of 1000 years
 from thence next ensuing, and fully to be com-
 menced and ended, as in and by the said recited
 Indenture, relation being thereunto had amongst
 other Covenants, more fully at large it doth and
 may appear. Now this Indenture witnesseth,
 that the said B. M. for the Fatherly Care which
 beareth to the said J. M. his Son, and for the su-
 perintendence of the said J. M. and to the intent
 and purpose that the said Tithes, Fruits, Emo-
 luments and Premises may be and continue for
 the use, intent and purpose, Hath, given, grant-
 ed, assigned and set-over, and by these presents
 hath fully, freely and absolutely, give, grant,
 assigned and set-over unto the said J. J. and F. F. as
 all the said Indenture of Grant, Bargain and
 Sale, as also all and singular the before-mentioned
 Tithes, Fruits, Emoluments and Profits, with their
 appurtenances, and all the Estate, Right, Title
 and Interest of him the said B. M. of, in and to
 the same, and the Reversion and Reversions
 thereof, and of every part thereof; To Have,
 G 2 Hold

Consideration.

Grant.

Habendum.

Hold and enjoy the said Tithes, Fruits, Emol-
ments and Profits, and all other the Premises
with their and every of their Appurtenances
unto the said J. J. and F. F. their Executors, Ad-
ministrators and Assigns, from henceforth,
and during all the rest and residue of the
Term of 1000 years yet to come and unexpired
in the said recited Indenture of Lease, and
and during all the Estate and Estates, Term
Terms for Years, which he the said B. M. shall
hath to come in the said Premises, in as large
ample and beneficial manner and form, to the
intents, constructions and purposes, as he the
B. M. or any claiming under him, may, might
or could have, hold and enjoy the same.
nevertheless, upon special Trust and Confidence
and to the only intent and purpose, That the
the said J. J. and F. F. and the Survivor of them
and the Executors, Administrators and Assigns
of the Survivor of them, shall and will permit
and suffer the aforesaid Tithes, Fruits, Emol-
ments and Profits, and all the Estate, Term
Time therein hereby granted, to be and con-
tinue to and for the only benefit, use and behoof
of the said J. M. and his Assigns: And that the
case A. Mother of the said J. M. shall furnish
the said B. M. That then she may dispose of the
Profits of the said Premises, for the nurture
education and maintenance of the said J. M.
until he shall be of competent Age to manage
use and dispose of the said Premises for his
maintenance, use and benefit: And that then
may so do, act and enjoy the Rents, Issues
Profits of the same, without the let, hindrance
or contradiction of them the said J. J. and F. F.
for either of them, or of any person or persons
whatsoever, lawfully claiming, or which here-
after shall or may lawfully claim the same.

The Trusts.

In Trust for
the Son.

Education by
the Mother.

es, or any part thereof, or any interest in
 same, or any part thereof, by, from or under
 in the said J. J. and F. F. or either of them,
 or either of their Executors, Administrators ^{Trustees co-}
 Assigns, or any of them. And the said J. F. ^{venant to per-}
 himself, his Heirs, Executors, Administrators ^{form the}
 Assigns, and for every of them, Doth co- ^{Trusts.}
 ant promise and grant to and with the said
 M. his Heirs, Executors, Administrators and
 gns, and to and with every of them by these
 sents, That he the said J. J. for his part, his
 rs, Executors, Administrators and Assigns,
 every of them, shall and will at all time and
 es hereafter, during the residue and remain-
 of the said Term of 1000 Years, employ,
 mit and suffer the said Tithes, Fruits, Emolu-
 nts and Profits, with their Appurtenances, and
 and every the Premisses hereby given, grant-
 and assigned, to be employed, had and taken,
 to continue to and for the use and uses by
 se Presents appointed, limited, intended and
 lared, without any let, suit, trouble, molesta-
 n, denial or contradiction of him the said
 his Executors, Administrators or Assigns, or
 any of them, or of any other Person or Per-
 s whatsoever, lawfully claiming, or which
 l or may lawfully claim the same Premisses
 hereby granted, or any part thereof, by, from
 under them, or any of them. (*The like Co-*
ant verbatim from F. F.) In witness where-
 &c.

*A good Assignment by a Surviving Administratrix
a Mortgage for Years forfeited.*

Recital of the
Mortgage.

THis Indenture made, &c. Between J. D. of
&c. Esquire, and *Dorothea* his Wife, the
last Surviving Administratrix of the Goods and
Chattels of S. W. late of, &c. Gentleman decea-
sed, of the one part, and L. K. of, &c. Doctor
in Physick of the other part. Whereas N. N. of
&c. by his Indenture of Lease made between
him the said N. N. of the one part, and the
foresaid S. W. of the other part, bearing date the
day of in the year of our Lord, &c.
for and in Consideration of 200*l.* of lawful
Money of *England*, therein mentioned to be paid
by the said S. W. to the said N. N. Did Demit
Grant, Set and to Farm, Let unto the said S. W.
his Executors, Administrators and Assigns, All
that capital Messuage or Tenement situate lying
and being in S. in the County of N. and all
those Closes or Parcels of Lands, Arable, Me-
dow or Pasture in S. aforesaid, or in the Pre-
cincts, Limits and Territories of the same, con-
taining in the whole by estimation Acres
be the same more or less, now the Tenure
Occupation of, &c. Together with all Houses
Outhouses, &c. To have and to Hold the said
Premises and every part thereof, unto the said
S. W. his Executors, Administrators and Assigns
from the day of the date of the said Indenture
for, during and unto the full end and Term of
1000 years from thence next following, fully
to be compleat and ended, Yielding therefor
yearly during the said Term unto the said N. N.
his Heirs and Assigns, one Pepper Corn yearly
upon the Feast day of St. *Michael* the Archangel
if the same be lawfully demanded, with divers

Habendum.

other

er Covenants, Clauses and Agreements on the
 t and beha f of the said N. N. to be done and
 formed, and with Proviso for Redemption of
 same Lease and Premisses, in these words or
 this effect following, (*viz.*) Provided always,
 (and to recite the *Proviso verbatim*,) As in *Proviso*.
 by the same Indenture, relation being there-
 to had more fully and at large it doth and
 appear: By vertue of which said Lease the
 S. W. became lawfully interessed of and in
 said Demised Premisses for the Term afore-
 redeemable as aforesaid, and died thereof
 interessed intestate, upon and after whose de-
 se Letters of Administration were granted,
 committed by the Ordinary in that behalf
 all the Goods and Chattels which were of the
 said S. W. at the time of his decease, to A.
 Wife of T. D. of, &c. and to the said Do-
 rothea Wife of the said J. D. party to these Pre-
 sents, By vertue whereof the said A. S. in his own
 right, and the said T. D. and T. D. and their said
 Wives in their Wives Right became interessed of
 in all the said demised Premisses, for the rest
 and residue of the said Term of 1000 years, then
 come and unexpired redeemable as aforesaid.
 and they being so interessed, the said N. N. af-
 terwards made default of payment of the Monies,
 have been paid for the Redemption of the said
 Premisses, according to the Proviso for that pur-
 pose in the said Indenture of Demise mentioned.
 thereupon the said Indenture of Demise be-
 came absolute, without any Condition of Re-
 demption of the Premisses. And whereas the said
 S. and J. Wife of the said T. D. are since
 dead, and the aforesaid *Dorothea* is the last Sur-
 viving of all the said three Administrators, by
 reason of which Surviving, the said T. D. and
Dorothea his Wife, in the right of the said *Doro-*
thea

Considerations.

Grant.

Habendum.

Reddendum.

Good Cove-
nant that As-
signee shall in-
compramise As-
signor against
the Mortgagor.

thea are become wholly and solely interessed, and in the aforesaid Indentures of Demise or Lease, and the said demised Premisses therein granted, for all the rest and residue of the said Term of 1000 Years yet to come and unexpired. Now this Indenture witnesseth, That the said T. D. and *Dorothea* his Wife, Surviving Administratrix as aforesaid, for and in Consideration of the Sum of, &c. of lawful Money of *England* to them in hand paid, at or before the sealing and delivery of these Presents, the Receipt whereof they do hereby acknowledge, and thereof, and of every part and parcel thereof, do hereby acquit, exonerate and discharge the said L. K. his Executors, Administrators and Assigns, and every of them by these Presents have granted, assigned and set-over, and by these Presents do grant, assign and set-over unto the said L. K. his Executors, Administrators and Assigns, as well the said recited Indenture of Demise or Lease, as also all and singular the Premisses, in and by the same Indenture demised, and all the Estate, Right, Title, Interest, Use, Claim, Possession, Property and Demand of them the said T. D. and *Dorothea* his Wife, and of either of them, of, in and to the same Premisses, by virtue of the said recited Indenture of Demise or otherwise howsoever. **Have and to Hold** the same and every part thereof, to the said L. K. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 1000 years yet to come and unexpired, Paying the Rent in the said Indenture of Demise mentioned, and reserved to be paid during the said Term, if it shall be lawfully demanded. And the said L. K. for himself, his Heirs, Executors and Administrators, and for every of them doth Covenant, Promise and Grant to and with the said T. D. and *Dorothea*

Wife, and either of them, their and either
 their Executors and Administrators, and to
 with every of them, That the said L. K. his
 Heirs, Executors and Administrators, or some of
 them, shall and will from time to time, and at
 times hereafter well and sufficiently save and
 keep harmless and indemnified the said T. D.
 and *Dorothea* his Wife, and either of them, their
 and either of their Heirs, Executors and Admini-
 strators, and every of them against the said
 N. his Heirs, Executors, Administrators and
 Assigns, and every of them, and every other
 person and persons having and claiming, or which
 all or may have or claim to have any Right,
 Title, Interest, Use, Claim and Demand either
 at Law or Equity, of, in or to all or any of the
 and herein before recited, demised and assigned
 Premises, or of, in or to any part thereof. And
 they shall and will from time to time, and at all
 times hereafter pay and discharge all and every
 them and Sums of Money, Damages, Charges
 and Costs whatsoever, which they the said T. D.
 and *Dorothea*, or either of them, their or either
 their Executors and Administrators, or any
 either of them, shall be put unto or occasions
 to pay for or by reason of any Action, Suit,
 or other trouble hereafter to be had and brought
 against them, or any or either of them, or to be
 suffered by them, or any or either of them, for
 concerning or touching this present Deed of
 Assignment, or the conveying and assigning the
 and recited demised Premises, unto him the said
 K. his Executors, Administrators and Assigns.
 witness, &c.

*An Assignment of a Statute Staple, with proper
Covenants.*

Recital of the
Recognizance
or Statute Sta-
ple.

Grant.

THis Indenture made the, &c. day of, &c.
Between N. O. of, &c. Esquire of the one
part, and R. S. of, &c. of the other part. Where
as E. F. of, &c. on the day of, &c. by the
name of, &c. did enter into and acknowledge
one Obligation or Recognizance, according to
the Statute made in the 23^d year of the Reign
of King Henry the Eighth, before S. W. in the
nature and of the force of a Statute of the Sta-
ple, of and for 500 l. of good and lawful Money
of England to him the said N. O. As by the said
Obligation or Recognizance may more at large
appear. Now this Indenture witnesseth, That
the said N. O. for divers good and valuable
Considerations him thereunto moving, Hath
Bargained, Sold, Assigned and Confirmed, and
by these Presents doth Bargain, Sell and Assign
unto the said R. S. his Executors, Administrators
and Assigns, the said Obligation or Recogni-
zance, and all the said Sum of Money therein
mentioned, and all and every Sum and Sums of
Money thereby or thereupon due or owing, and
all the Benefit, Use, Trust, Equity, Profit and
Advantage, which the said N. O. hath or ought
to have, receive or enjoy in Law or Equity there-
in or thereby. And for the better obtaining the
said Moneys as occasion shall and may require
The said N. O. for the Consideration aforesaid
doth hereby make, constitute and appoint the
said R. S. his true and lawful Attorney, in his
name to extend or sue out any Writ or Writs of
Execution, upon the said Obligation or Recogni-
zance, upon or against the said E. F. his Heirs
Executors and Administrators, or any of his or

their Lands, Tenements, Goods, Chattels and
 hereditaments, any ways liable and subject
 hereto. And the said N. O. for the Considera-
 tions aforesaid, Doth hereby for himself, his
 Heirs, Executors and Administrators, Covenant,
 promise and grant, to and with the said R. S.
 his Executors and Administrators, That all and
 whatsoever Sum and Sums of Money he the said
 R. S. his Executors, Administrators and Assigns,
 shall or may lawfully obtain, get in, or receive
 by virtue or means of any Extent or Execution,
 of any Composition or otherwise, upon or
 force of the said Obligation or Recognizance,
 the said R. S. his Executors and Administra-
 tors, shall and may for ever retain and enjoy the
 same to his or their own use or benefit, without
 any account or demand thereof or therefore, by
 the said N. O. his Executors and Admini-
 strators. And further, The said N. O. for him-
 self, his Heirs, Executors and Administrators,
 doth covenant, promise and grant, to and with
 the said R. S. his Executors and Administrators,
 these Presents, in manner and form following;
 That is to say, That from and at any time, and
 every time after any the Lands, Tenements and
 hereditaments of the said E. F. shall be extend-
 ed, or delivered in extent or execution upon the
 said Obligation or Recognizance, or by any
 process thereupon to be sued in the Name of
 the said N. O. he the said N. O. shall and will,
 at the request, costs and charges of the said R. S.
 his Executors and Administrators, make, do, suf-
 fer, sign, seal and execute all and every lawful
 and reasonable deeds, acts, matters and things,
 for the assigning and setting over unto the said
 R. S. his Executors and Administrators, for his
 and their own use and benefit, or to such person or
 persons as he or they shall name, all such Lands,
 Tene-

That Assignee
 shall enjoy to
 his own use,
 what he reco-
 vers by virtue
 of this Assign-
 ment.

That upon any
 Extent taken
 out and exe-
 cuted in the
 Name of As-
 signor, Assignor
 will convey the
 Lands, &c.
 extended to
 the Assignee.

That Assigner
hath not, nor
will not release
or discharge
the Recogni-
zance, nor these
presents re-
voke, &c.

But will avow
all Actions, &c.
brought by
Assignee.

That Assignee
will indem-
nify Assignor
against all
Charges, Da-
mages, &c.

Tenements and Hereditaments, and all his Estate therein, as shall happen from time to time, or at any time hereafter, to be extended, taken or delivered in Execution, upon or by virtue of the said Obligation or Recognizance, or of these presents, To Have and to Hold the same during the continuance of any such extent or execution. And further, That the said N. O. hath not at any time heretofore released, discharged or assigned the said Obligation or Recognizance, or the benefit thereof, nor shall and will hereafter at any time release and discharge the same, or revoke or make void this present Letter of Attorney, or any power or authority therein or thereby given or granted, or do, permit or suffer any act, matter or thing, whereby the same Recognizance or these presents shall or may become frustrate and void, without the consent of the said R. S. his Executors or Administrators first had and obtained in Writing under his or their respective Hands and Seals. And lastly, That the said N. O. shall and will from time to time and as often as he shall be thereto required, pay the costs and charges of the said R. S. his Executors and Administrators, avow and justify all lawful Suits, Actions, Extents, and other legal Process and Acts that shall or may be brought had or prosecuted upon the said Obligation or Recognizance, and shall and will neither release or discharge any of them, nor enter a *Non valetius prosequi*, or any other thing, shall permit do, or suffer to defeat or frustrate the same without the consent of the said R. S. his Executors or Administrators first had and obtained in Writing therefore. And he the said R. S. for himself, his Executors and Administrators, doth hereby covenant, promise and agree to and with the said N. O. That he the said R. S. shall and will

ill at all times hereafter, acquit and discharge,
otherwise save harmless and keep indemni-
ed the said N. O. his Executors and Admini-
strators, of and from all costs, charges and da-
gages, which they or any of them incur, pay,
ffer, or be put unto, for or by reason of any
rocess, Prosecution, or other act or thing by
m the said R. S. his Executors or Administra-
rs, done or suffered, upon or by reason of
e said Obligation or Recognizance, in the
ame of the said N. O. or otherwise, by virtue
these Presents. In witness, &c.

*An Assignment of a Bond by Indenture, with Cove-
nants on each part.*

THis Indenture made, &c. Between Sir T. B.
of, &c. Baronet, of the one part, and W. T.
, &c. Esq; of the other part, Witnesseth, That
e said Sir T. B. for divers good Causes and
considerations him thereunto moving, Hath
iven, granted and assigned, and by these presents
oth give, grant and assign unto the said W. T. Grant.
is Executors and Administrators, a certain Ob-
igation under Seal, whereby C. M. of, &c. and
D. of, &c. are, became and stand bound and
ndebted unto the said Sir T. B. in the Penal
um of 1200 l. Conditioned for payment of
0 l. of lawful Money of *England*, on the
ay of, &c. which was in the Year of our Lord,
&c. As by the said Obligation bearing date the
day of, &c. *Annoq; Dom' &c.* relation being
hereunto had, may appear. And these presents
urther witness, That the said Sir T. B. hath and Authority
oth hereby constitute, ordain, make, authorize Sue.
nd appoint the said W. T. his true and lawful
Attorney, in his Name, but to his own use and
enefit, to sue and prosecute the said Obligation
in

Assignments.

Covenant, That Assignor will not Release, &c. but make further assurance on request.

Assignee covenants to indemnify Assignor against Damages, &c.

in any proper Court, against all and every, any the persons liable thereto, their Lands Goods, and the Moneys obtained by such Suit or otherwise, by virtue of or upon the said Obligation, to retain and keep for his own use and benefit. And lastly, The said Sir T. B. doth by these presents covenant, promise and grant, and with the said W. T. that he will not at any time release or discharge the said Obligation, revoke, alter or disannul these Presents, or the authority hereby given, and that he shall and will at all times hereafter, upon request and charge of the said W. T. make, do and suffer, all and every further and other reasonable act and thing for the further and better securing the said Obligation, and the benefit thereof, and the Money thereby due or to arise to the said W. T. his Executors or Administrators. And the said W. T. for himself, his Executors and Administrators, Doth covenant and promise to and with the said Sir T. B. his Executors and Administrators, That he the said W. T. his Executors and Administrators, shall and will at all times hereafter save and keep harmless and indemnify the said Sir T. B. his Lands and Goods, of and from all costs, charges, losses and damages which may any wise happen, by reason of using the said Sir T. B's Name, in any process, execution, or other thing, of, upon or by reason of the said Obligation. And also, That he the said W. T. his Executors and Administrators, shall and will discharge the said Sir T. B. his Executors and Administrators, of so much of a certain Debt of, &c. now due and secured unto the said W. T. by the said Sir T. B. his Obligation, as the Moneys arising or to be obtained by the said W. T. his Executors or Administrators, by the Obligation hereby granted, shall amount unto

clear

ear of all costs and charges in the prosecution
hereof. In witness whereof, &c.

An Assignment of a Chamber in Grays-Inn.

THIS Indenture made the, &c. Between A. B.
of, &c. of the one part, and C. D. of *Grays-*
in the County of *Middlesex* Esq; of the other
part: Whereas by Pension Order made and
dated at *Grays-Inn* in the said County of *Middle-*
on the day of, &c. which was in the
6th year of the Reign of our Sovereign Lord
King *Charles* the Second, &c. *Annoq; Dom', &c.*
the Benchers of the said Society of *Grays Inn*,
according to the Custom of the said Society,
said Order, That the said A. B. should have a
lease of his Ground-Chamber, at the West-end
of *H. Court*, then in his possession, for the Term
2 Years, to commence at *Lady-day* then next
ensuing, under the yearly Rent of, &c. as by
the said Order may more at large appear. Now
his Indenture witnesseth, That the said A. B.
for and in Consideration of the Sum of, &c. of
lawful Money of *England*, to him in hand paid
before the enfealing and delivery hereof, the
receipt whereof He doth hereby acknowledge, *Grant:*
with granted, bargained, sold and assigned, and
by these Presents, Doth grant, bargain, sell and
assign to the said C. D. his Executors, Admini-
strators and Assigns, All that the said Chamber,
being a Corner Ground-Chamber in the West-
end of the said *H. Court*, now in the occupa-
tion of the said C. D. and the said Order of
Pension, and all the Estate, Right, Title, Interest,
property, Claim and Demand whatsoever, of
him the said A. B. of, in and to the same, and all
the Goods and Chattels of him the said A. B.
now being fixed in the same Chamber, or any
part

Habendum,

Covenant, That
he hath power
to Grant, and
that Premisses
are free from
Arrears of
Rent, &c.

**For further
Assurance.**

part thereof: To Have and to Hold the said Chamber, with the Appurtenances, to the said C. D. his Executors, Administrators and Assigns from henceforth, for and during all the rest and residue of One and twenty Years therein yet to come and unexpired; and, To Have and to Hold the Goods and Chattels therein fixed, and being from henceforth for ever to the only use and benefit of the said C. D. his Executors, Administrators and Assigns. And the said A. B. doth by these presents, for himself, his Executors and Administrators, covenant, promise and agree to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. hath good right, power and authority, to grant and assign the said Chamber, Goods and Premisses, in manner herein before expressed, and that the same are clear and free of all, and all other former Gifts, Grants, Assignments, Executions, Forfeitures, Incumbrances, Arrears of Rent and Hearth-money, and other Duties, Pensions and Payments to the said Society of Grays-Inn, or any the Officers or Ministers thereof. And that the said A. B. his Executors and Administrators shall and will within five Years next, at the reasonable request and charges of the said C. D. make and execute such further acts and assurances, for the better assuring the said Chamber and Premisses to the said C. D. as by him the said C. D. or his Counsel shall be reasonably devised, advised or required. In witness, &c.

*Assignment of a Mortgage for Years forfeited ;
the Mortgagor made a party and confirming the
Assignment with a further Proviso for Redemp-
tion by Assignor.*

His Indenture Tripartite, made the, &c.
day of, &c. Between H. B. of, &c. in the
County of G. on the first part, J. H. of B. in the
County of, &c. Gent. Executor of the last Will
and Testament of T. H. of, &c. deceased, on
the second part, and N. B. of, &c. in the County
Middlesex, on the third part. Whereas the
H. B. by his Indenture bearing date the, &c. Recital of the
of, &c. for the Consideration therein men- Mortgage.
tioned, Did demise, grant, bargain and sell
unto the said T. H. All that piece of Pasture
ground, containing by estimation 36 Acres or
thereabouts, commonly called or known by the
Name of K. and all those two pieces of Land
Pasture adjoyning thereunto, containing 40
Acres or thereabouts, commonly called or known
by the Name of L. All which said Lands and
Premises are situate, lying and being within the
Parish of N. in the said County of G. and all
the singular Hedges, Ditches, Mounds, Fences,
the-board, Hedg-trees, Ways, Passages, Waters
and Water-courses whatsoever, to the said Lands
any part thereof, in any wise belonging or
pertaining, lying and being within the afore-
said Parish of N. in the said County of, &c. or
accepted, reputed, taken or known, as part or
parcel of them, or any of them, or as unto them
any of them belonging : And the Reversion
and Reversions, Remainder and Remainders, to-
gether with the yearly and other Rents, Reve-
nues and Profits of the premises; and every part
parcel thereof; To have and to hold the said
H Lands.

Assignments.

The Proviso.

Lands, Tenements, Hereditaments and Premises unto the said T.H. his Executors, Administrators and Assigns, for and during the Term of 500 Years, from thence next ensuing, without Impeachment of or for any manner of Waste Yielding and paying therefore yearly one Penny per-corn only at the Feast-day of St. Michael the Archangel, if the same should be lawfully demanded. In which Indenture there is a Proviso or Condition to this effect, (*viz.*) Provided always, and upon Condition, That if he the said H. B. his Heirs or Assigns, or any of them, did or should well and truly pay, or cause to be paid unto the said T.H. his Executors, Administrators or Assigns, the full and just Sum of 530 *l.* of good and lawful Money of *England*, in manner and form as therein is expressed; That is to say The Sum of 15 *l.* (part thereof) upon the first Day of *January* next ensuing after the Date of the said Indenture and the Sum of 515 *l.* (residue thereof) upon the first day of *July*, in the Year of our Lord God, &c. both the said payments to be made in the Common Dining-Hall of *Gray's Inn*, in the County of *Middlesex*, without any defalcation or abatement to be made out of the said Sums, or either of them, for Taxes, or for any other cause, matter or thing whatsoever; that then the said Indenture, and the Estate thereby made, should cease, determine, and be utterly void, any thing therein contained to the contrary in any wise notwithstanding, as in and by the said Indenture, and the Proviso therein contained (relation being thereunto had) more at large may appear. And whereas default was made in payment of the said Sums of 530 *l.* on the Days and place in the said Proviso mentioned, so as the Estate and Term for 500 Years of and in the said parcels of Ground, Land

nd Premisses became absolute unto the said T.
 And whereas also the said T. H. did after-
 wards make his last Will and Testament, and
 did constitute and appoint the said J. H. sole Ex-
 ecutor thereof, and shortly after died. Now this
 Indenture witnesseth, That for and in Consideration
 of the Sum of, &c. of good and lawful
 Money of *England*, (being the full Money, Prin-
 cipal and Interest, now due upon the said Lease
 and Estate to the said J. H.) and of 5 s. of like
 lawful Money to the said H. B. well and truly in-
 debted and paid by the said W. B. before the Sealing
 and Delivery of these presents, the Receipt of
 which said several Sums they do hereby respec-
 tively acknowledge, and thereof do acquit and
 discharge the said W. B. And for other good
 Considerations them thereunto moving the said
 H. by and with the direction and appointment
 of the said H. B. testified by his being made a
 Party hereunto, and his Sealing and Delivery
 thereof, Hath bargained, sold, aliened, assigned
 and set over, and by these presents doth bargain,
 Grant and Assignment.
 alien, assign and set over unto the said W. B.
 all and singular these before mentioned parcels
 of Land, Meadow or Pasture Ground, Lands,
 Tenements and Hereditaments, in and by the
 said recited Indenture, intended to be demised
 and granted to the said T. H. deceased, his
 Executors and Administrators, with their and
 theirs of their Appurtenances, and all the Estate,
 Right, Title, Interest, Term for years, claim and
 Demand whatsoever of him the said J. H. by force
 and virtue of the said recited Indenture, as Ex-
 ecutor to the said T. H. or otherwise howsoever
 whether within the said Indenture. And the
 Reversion and Reversions, Remainder and Re-
 mainders of the said Premisses, and all yearly
 and other Rents and Profits reserved upon any

Habendum.

That Grantor
nor Testator,
have done any
act to incum-
ber the pre-
misses.

Confirmation.
of the Assign-
ment for the
residue of the
Term by the
Mortgagor.

demise made of the said premisses, or of any
of them, To have and to hold the said parcels
of Ground, Lands, Tenements and Heredita-
ments before-mentioned and intended to be
hereby assigned, with their and every of their
appurtenances, together with the said Indenture
unto the said W. B. his Executors and Admini-
strators, for and during all the residue and re-
mainder of the said Term of 500 years, in and
by the said recited Indenture mentioned to be
granted, yet to come and unexpired, in as full
ample and beneficial manner, to all intents and
purposes, as he the said J. H. might have enjoyed
the same by force and virtue of the said recited
Indenture, as Executor to the said T. H. or other-
wise. And the said J. H. for himself, his Heirs,
Executors and Administrators, doth covenant
and grant to and with the said W. B. his Execu-
tors and Administrators, by these presents, that
neither the said T. H. during his life, nor by
the said J. H. since his death, or either of them
respectively, did or hath at any time heretofore
committed, suffered or done any act, matter or
thing whatsoever, whereby the said premisses
or any of them, are or may be impeached or
incumbred, in Title, Charge, Estate or otherwise
howsoever. And the said H. B. for the Considera-
tions aforesaid, hath ratified and confirmed
and by these presents, doth ratify and confirm
unto the said W. B. all those the before-mentioned
and intended to be hereby assigned Lands,
Grounds, and Premises, with their and every
of their Appurtenances; To have and to hold
unto the said W. B. his Executors and Adminis-
trators, during the residue of the said Term of
500 years, hereby assigned, yet to come and
unexpired, discharged of the said Proviso and
Condition, and of all equitable right and interest
from

Assignments.

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for Redemption of the same in Law or Equity:
 provided always, and it is the true intent and *Proviso.*
 meaning of these presents, And the said W. B.
 for himself, his Executors and Administrators,
 doth covenant and grant to and with the said
 H. B. his Heirs and Assigns, by these presents,
 that if he the said H. B. his Heirs, Executors or
 Administrators, or any of them, shall well and
 truly pay or cause to be paid unto the said W. B.
 his Executors or Administrators, the full and just
 sum of 530 l. of good and lawful Money of
 England, in manner following; (that is to say,)
 5 l. part thereof, on the, &c. day of, &c. which
 shall be in the Year of our Lord God, &c. and
 5 l. residue thereof, on the, &c. day of, &c.
 then next following; both the said payments to
 be made in the Common Dining-Hall of *Grays-*
in, in the County of Middlesex, without any
 falsification for Taxes, or for any other cause or
 thing whatsoever, Then he the said W. B. his
 Executors or Administrators, shall and will assign,
 transfer and set over unto the said H. B. his
 Heirs or Assigns, or to such other person or per-
 sons as he or they shall appoint, All those the said
 parcels of Ground, Lands and Premises before-
 mentioned, and intended to be hereby assigned,
 with their Appurtenances, and all his Estate,
 Right, Title and Interest, in and to the same,
 discharged of all Incumbrances by him, or by
 any person or persons, claiming or to claim from,
 by or under him done or suffered in the mean
 time. And the said H. B. for himself, his Heirs,
 Executors and Administrators, doth covenant
 and grant to and with the said W. B. his Execu-
 tors and Administrators by these presents, That
 the said H. B. his Heirs, Executors or Admini-
 strators, or some of them, shall and will well
 and truly pay, or cause to be paid unto the said

Covenant, that
 Assignor will
 pay the Mo-
 ney.

H 3

W.B.

Assignments.

That the Lease
shall continue
in force till the
end of the
Term.

For quiet En-
joyment.

After default
of payment,
Assignee to
take the Pro-
fits.

W. B. his Executors or Administrators, the said Sum of 530 l. and every part thereof, at the day and place in the Proviso or Covenant before-mentioned, limited for payment of the same, without any defalcation or abatement for Taxes, or for other cause or thing whatsoever according to the true intent and meaning of the same Covenant, and in discharge thereof, without Fraud or Covin. And also, That the said recited Indenture of Lease, for the residue of the Term hereby assigned, now is, and from and after the executing of these presents, shall be and continue a good and effectual Lease and Estate in Law, not forfeited, surrendered or otherwise avoided. And that he the said W. B. his Executors, Administrators or Assigns, shall and may hold and enjoy the same without the let, trouble or disturbance of them the said H. B. or J. B. or of either of them respectively, or of any other person or persons whatsoever, freed and discharged of all Incumbrances whatsoever, by them or either of them respectively done in the mean time. And also, That the said J. B. now hath good right, full power and authority to grant and assign the same, and every part thereof, in manner aforesaid, according to the true intent and meaning of these presents. And further, That if any default shall happen to be made in payment of the said 530 l. or any part thereof, contrary to the Tenor of the above-mentioned Proviso or Covenant in that behalf made, that then and from thenceforth he the said W. B. his Executors or Administrators, shall and may hold and enjoy the said Lands and Premises before-mentioned, and intended to be hereby assigned, and receive and take the Rents and Profits thereof to his and their own use, during the residue of the Term hereby assigned, without

Assignments.

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the let or disturbance of the said H. B. and J. H.
 or of either of them respectively, or of any o-
 ther person or persons whatsoever. And likewise,
 That if any default shall happen to be made in
 payment of the said Sum, or of any part, con-
 trary to the Tenor of the same Proviso or
 Covenant in that behalf, that then and from
 thenceforth he the said H. B. and the said J. H.
 their Heirs, Executors or Administrators, and all
 person and persons claiming the Premises, or any
 Estate or Interest, in or to the same, shall and
 will at the request and charges of the said W. B.
 his Executors, Administrators or Assigns, make
 and execute such act or acts, for the strengthening
 and making absolute of the remainder of the
 Term hereby assigned to the said W. B. his Exe-
 cutors and Administrators, and discharged of the
 said Proviso or Covenant, as by the said W. B.
 his Executors or Administrators, or by his or
 their Counsel Learned shall be reasonably devi-
 sed or required. And lastly, It is declared, con-
 cluded and agreed, by and between the said par-
 ties to these presents, That he the said H. B. his
 Heirs or Assigns, shall and may hold and enjoy
 the said Premises, until default in payment of the
 said Sum of 530 l. or some part thereof, at the
 days and place in and by these presents before
 limited for the payment of the same, without the
 let, trouble or disturbance of the said W. B. his
 Executors or Administrators, and without any
 account to him or them, to be had or given
 for the same. In witness, &c.

For further af-
 surance after
 breach of
 Proviso.

Assignor to
 take Profits
 till Breach.

H 4

Assign-

*Assignment of a Lease for 21 Years, for security
the payment of a Yearly Sum during a third
sons life.*

Recital of the
Lease.

THis Indenture made &c. Between J. S. &c. Brother to E. M. of W. &c. on the one part and J. H. of H. in the County of G. on the other part. Whereas the said E. M. by his Indenture bearing date the first day of June, in the year of our Lord, &c. for the Consideration there mentioned, did amongst other things Demise, Grant, Bargain, Sell, and to Farm let unto the said J. S. All those Messuages and Tenements &c. with all and every the Cellers, Ways, Easements, Paths, Passages, Lights, Yards, Gardens, Backsides, Buildings, Profits, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement, or any of them respectively belonging or appertaining, or therewith Used, Occupied or Enjoyed, and the Reversions and Reversions, Remainder or Remainders of the said Premises, and of every or of any of them and all yearly and other Rents and Profits, reserved upon any Lease made of the said Premises, or any part or parcel of them, To have and to hold the said Messuages, Houses, Tenements and all and singular other the Premises, with their and every of their Appurtenances unto the said J. S. his Executors and Assigns, from the day of the date of the said Indenture, for and during and unto the full end and Term of years from thence next ensuing and fully to compleat and ended, if the said M. W. should so long live, under the Rent of one Pepper-corn only, to be paid on the Feast of St. Michael the Archangel, if the same should lawfully be demanded, as in and by the said Indenture, Relat

Assignments.

105.

being thereunto had more at large appear.
Now therefore this Indenture witnesseth,
that the said J. S. for the securing of the Sum
&c. of good and lawful Money of *England*,
early to be paid unto the said J. H. by the said
at the days and times, and in such manner
and form as is herein after expressed, and in pur-
suance of certain Articles of Agreement In-
strumented Tripartite bearing date, &c. and made
mentioned to be made between the said J. H.
the first part, the said J. S. on the second
part, M. W. on the third part. And for and in
consideration of the Sum of *5 l.* of good and
lawful Money of *England*, to him in hand paid
the said J. H. the receipt whereof he doth
hereby acknowledge, and for divers other good
causes and Considerations him thereunto move-
d, Hath bargained, sold, aliened and assigned, *Grant.*
and by these presents doth bargain, sell, alien
and assign unto the said J. H. his Executors Ad-
ministrators and Assigns, all those the afore-
mentioned, &c. situate and being in, &c. in the
county of, &c. called and known by the name
&c. with their and every of their Appur-
tenances, and all Profits, Commodities, Emolu-
ments and Hereditaments whatsoever to the said,
or any of them respectively belonging, or
whereto pertaining, or therewith occupied or enjoyed:
unto the Reversion and Reversions, Remainder
and Remainders thereof, and all yearly and o-
ther Rents and Profits, reserved upon any De-
ed made of the said Premisses, or any part or
parcel of them, To have and to hold the said, *Habendum.*
&c. and all and singular other the Premisses,
with their and every of their Appurtenances
unto the said J. H. his Executors, Administrators
and Assigns, for and during all the rest and re-
mainder of the said Term yet to come and unex-
pired,

Reddendum.

*Proviso for the
payment of an
Annual Sum
during a life.*

*Place of pay-
ment.*

*Covenant that
Assignor hath
power to grant.*

pired, if the said M. W. shall so long, live Ye
ing and paying therefore yearly, one Pepp
corn only, on the Feast of the Annunciation
the Blessed Virgin *Mary*, if the same shall be
fully demanded, Provided always, and
Condition that if the last J. S. his Executors
Administrators, or any of them shall well
truly pay or cause to be paid unto the said J.
his Executors or Administrators or any of
the full and just Sum of, &c. of good and
ful Money of *England* Yearly and every
during so many Years of the said Term, as
the said M. W. shall happen to live at four Pe
or days of payment in the year, That is to
the Feast of the Nativity of St. *John* Baptist,
Feast of St. *Michael* the Archangel, the Nati
of our Lord God, and the Annunciation of
Blessed Virgin *Mary*, by equal portions, the
payment to begin and be made on the Fea
the Nativity of St. *John* Baptist, next ensu
after the date of these presents, at the
dwelling House of J. M. Goldsmith, being
sign of the *Golden-Hind* in F. *London*; and
without any defalcation or abatement to
made out of the said Sum, or any part there
for Taxes, or for any other cause, matter
thing whatsoever, that then this present Ind
ture and the Estate hereby Assigned, and eve
clause, matter or thing herein contained
cease, determin and be utterly void, any thi
herein contained to the contrary in any w
notwithstanding. And the said J. S. for him
his Heirs, Executors and Administrators, do
venant and Grant to and with the said J. H.
Executors and Administrators by these presen
that he the said J. S. notwithstanding any
or thing by him done or suffered to the contr
ry, is at the time of the enfealing and deliver
hereo

of, rightfully possessed of, and in the said
 Premises for and during the Term heretofore
 granted, and notwithstanding any Act as afore-
 said, hath in himself good right and authority,
 to grant unto the said J.H. according to the pur-
 port, intent and true meaning of these presents,
 that from and after the breach of the Pro-
 vision before mentioned, it shall and may be law-
 ful to and for the said J. H. his Executors and
 Administrators, and every of them, to enter in-
 to the before leased or mentioned, or intended
 to be aliened and assigned Premises, and every
 of them, and the same, and every part and par-
 cel of them lawfully and quietly to have, hold,
 possess and enjoy without the let, trouble, evi-
 ction or disturbance of him the said J. S. his
 Executors or Administrators, or any of them,
 or of any other person or persons, claiming
 the same, by or under him, them or any of them, or
 by or under one Extent, made by virtue
 of an *Elegit*, or other Process taken out upon a
 Judgment for the Sum of, &c. or some other Sum
 due from the said M. M. unto one J. H.
 &c. And also that he the said J. S. until the
 possession of the said Premises shall be evicted
 from them, or the said J. H. by some person or
 persons not claiming the same, by or under him
 the said J. S. or the said Extent shall and will
 yearly and every year during the said Term,
 the said M.W. shall so long live well and truly
 reside, and pay unto the said J. H. his Executors
 Administrators, the said Sum of, &c. and
 every part thereof on the several days, and at
 the place in the said Proviso, or Condition men-
 tioned, without making any defalcation or abate-
 ment out of the same by reason of Taxes, or
 any other cause or matter whatsoever, accor-
 ding to the purport, intent and true meaning

After breach o.
Proviso Granted
 to enter and
 enjoy free from
 all disturbances
 by the Grantor
 or under an
 extent by *Ele-*
git upon Judg-
 ment.

Covenant for
 payment.

of

Till default of
payment grant
or to enjoy.

of the said Proviso, and in full satisfaction
discharge thereof. And lastly, The said J. H.
himself his Heirs, Executors and Administrators
doth Covenant and Grant to and with the
J. S. his Executors and Administrators, by the
presents, that until default made in payment
the said, &c. or some part thereof, contrary
the purport, effect and true meaning of the
Proviso, it shall and may be lawful to and for
said J. S. his Executors and Administrators
continue the Possession of the said Premises,
of every part and parcel of them, and to re-
ceive the Rents, Issues and Profits of the same
without the let or trouble of him the said J.
his Executors and Administrators, or any other
person, claiming, from, by or under him or
Estate, or from, by or under any Extent, or
other Process, taken or to be taken out upon
Judgment of, &c. besides cost of Suit recovered
by the said J. H. against the said M. W. and
him assigned unto his Majesty, and without
account to be made to him, them or any
them for the same. In witness, &c.

*Assignment of a Lease made by Major and Com-
monalty of, &c. and accrewing to the Grants
Wife by Devise, to be void upon payment
Money, with Special Covenants.*

An Assignment
of a Lease, and
to be void up-
on payment of
a sum of money

Recital.

THis Indenture made, &c. Between S. E.
&c. and D. his Wife of the one part, and
J. G. of L. of the other part. Whereas the Ma-
jor and, &c. of the City of London, by their In-
denture of Lease, under their Common Seal
bearing date, &c. which was in the year of our
Lord God, &c. for the Considerations there
mentioned, Did Demise and to Farm Let, unto

late of L. Widow deceased, sometimes
Wife of I. W. C. S. &c. All that Messuage
Tenement, with the Appurtenances then in
Tenure or Occupation of the said M. S. or
Assigns, situate and being in, &c. containing
length, &c. with all Buildings, Rooms and Edi-
fices thereupon made and erected, except as in
said recited Indenture of Lease is excepted,
have and to hold the said Messuages or
Tenements, except as in the said recited Inden-
ture of Lease is excepted unto the said M. S. her
Executors, Administrators and Assigns, from the
date of, &c. then last past, before the date of
said recited Indenture of Lease, unto the
end and Term of, &c. from thence next en-
suing, and fully to be compleat and ended,
paying and therefore yearly during
said Term, unto the said Major and Com-
monalty, and C. S. and their Successors, at or
&c. the Sum of, &c. of lawful Money of Eng-
land, at the four Feasts or Terms in the year,
and by the said recited Indenture particularly
mentioned, by even and equal portions; As in
by the said recited Indenture of Lease, (a-
mongst divers others Covenants, Conditions and
Agreements therein contained,) more at large
forth and may appear. And whereas the said
S. in and by her last Will and Testament
bearing date, &c. Did give and bequeath the
said recited Indenture of Lease and Premises
before mentioned, unto her Son I. W. for his
life, and after his decease to his Children, which
being the Son being since deceased, the said re-
cited Indenture of Lease and Premises, is now by
force and virtue of the said last Will and Testa-
ment aforesaid, lawfully come to the hands and
possession of the said D. the Wife of the said S.
the being the Daughter and only Child of the
said

Grant.

Habeas.

said I. W. the Son, or unto the said S. E. Husband in her right. Now this Indenture witnesseth That the said E. S. and D. his Wife, and in Consideration of the Sum of, &c. of lawful Money of *England*, to them in hand and before their Sealing and Delivery of these presents, by the said I. G. well and truly paid, Receipt whereof, they the said E. S. and D. Wife, do hereby acknowledge, and hereby and of every part and parcel hereof do clearly Acquit, Exonerate and Discharge the said I. G. his Executors and Administrators, and every of them for ever by these presents, Have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign and set over unto the said I. G. his Executors Administrators and Assigns, as well the said recited Indenture of Lease, and the said Messuage or Tenements and Yard, and all Building Rooms and Edifices made and erected, As all the Estate, Right, Title, Interest, Term Years to come and unexpired, property, claim and demand whatsoever of them the said E. S. and D. his Wife, or either of them, of, in, to, out of all and singular the Premises, and every part and parcel thereof, with their and every their Appurtenances, by force, virtue or means of the said recited Indenture of Lease and by Will and Testament aforesaid, or either of them, or otherwise howsoever, To have and to hold the said Messuage or Tenements, Yard, Buildings, Rooms and Edifices, and all and singular other the Premises, with the Appurtenances by the said recited Indenture of Lease demised and herein before mentioned to be hereby granted, bargained, sold, assigned and set over unto the said I. G. his Executors, Administrators and Assigns, from henceforth, for and during all the

Assignments.

III

and residue of the said Term of, &c. in
said recited Indenture of Lease mentioned,
to come and unexpired, And the said E. S. for
Considerations aforesaid doth by these pre-
further bargain and sell unto the said I. G.
Executors, Administrators and Assigns, All ^{Grant of Dy-}
their six Dying Fats, now remaining and ^{ing Fats.}
in or about the said Messuage, Tenements
Premises, and let with the same, or belong-
thereunto, To have and to hold the said
Dying Fats, with the Appurtenances unto
said I. G. his Executors, Administrators and
Assigns, to his and their own proper use and
and as his and their own proper Goods and
chels for ever. Provided always, and upon ^{Proviso.}
condition that if the said E. S. and D. his
or either of them, their, or either of their
Executors, Administrators and Assigns, or any
of them shall well and truly pay or cause to be
paid unto the said I. G. his Executors, Admini-
strators or Assigns, at or within, &c. the Sum of,
of lawful Money of *England*, in manner and
following; (that is to say,) On the, &c.
the ensuing the date hereof, the Sum of, &c.
the, &c. which will be in the year of our
the, &c. the Sum of, &c. residue and in full
payment of the said Sum of, &c. Then the grant,
gain, sale and assignment of the premises
by made, and every thing else herein con-
tained, on the part and behalf of the said S. E.
D. his Wife, or either of them, their, or ei-
of their Executors or Administrators, grant-
or to be performed, shall cease, determin and
utterly void and of no effect, to all intents
and purposes whatsoever, This Indenture or
any thing herein contained to the contrary
thereof, in any wise notwithstanding, And that
the said I. G. his Executors, Administrators

or

Delivery up of
the Writings
and a Bond of
Covenants.

of Assigns, shall and will redeliver, or cause
be delivered up unto the said E. S. and D.
Wife, or one of them, their, or one of the
Executors or Administrators, the said recd
Indenture of Lease, and all other Writings
delivered into the hands, custody or possession
of the said I. G. and which are particularly
mentioned and expressed in a Schedule or In-
ventory hereunto annexed, safe and uncanceled
for, and notwithstanding any witting or willing
act, or thing to be committed or done by the said
I. G. to the contrary; Together with that part
of these presents, which is under the hand and seal
of the said E. S. and D. his Wife, and one Bond of
Obligation of the penalty of, &c. entered or to be
entered into by the said E. S. and D. his Wife, and
the said I. G. for payment of the said Money,
and for performance of the Covenants, Grants,
Articles and Agreements herein contained, on
the part and behalf of the said E. S. and D.
Wife, or either of them, their, or either of the
Executors or Administrators, to be holden, kept
and performed, cancelled or to be cancelled.
And the said E. S. for himself and the said
his Wife, and for his and her Executors Admin-
istrators and Assigns, Doth Covenant, Promise
grant and agree to and with the said I. G. his Ex-
ecutors, Administrators and Assigns, by the
presents in manner and form following; (that is
to say,) That they the said E. S. and D. his Wife
or one of them, their, or one of their Executors
Administrators or Assigns, or some of them shall
and will well and truly pay, or cause to be paid
unto the said I. G. his Executors, Administrators
or Assigns, the said Sum of, &c. at the place, and
on the several days and times of payment here-
of above mentioned, in manner and form
foresaid; According to and in performance

Covenant to
pay the Mort-
gage Money.

Assignments.

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said Proviso or Condition aforesaid, and of
 true intent and meaning of these Presents;
 and that the said recited Indenture of Lease,
 hereby assigned and set over, at the time of the
 giving and delivery of these presents, is a good,
 full and sufficient Lease and Grant in the
 law, of and for all and singular the said Messu-
 ges of Tenements, Yards and Premises hereby
 mentioned to be demised, for and during all the
 term and residue of the said Term of, &c. thereby
 warranted or letten, yet to come and unexpired;
 and that the said recited Indenture of Lease
 is and standeth in full force and effect.
 And also, That the said S. E. and D. his Wife, or
 any of them, at the time of their Sealing here-
 in, have or hath in them, or one of them, full
 power, good Right, true Title, and lawful Au-
 thority, to grant, bargain, sell, assign and set-
 over the said recited Indenture of Lease, and
 said Messuage or Tenement, Yard and Pre-
 mises herein before-mentioned to be hereby
 warranted, bargained, sold, assigned and set-over
 to the said J. G. his Executors, Administrators
 and Assigns, in manner and form aforesaid.
 And further, That it shall and may be lawful to
 and for the said J. G. his Executors, Administra-
 tors and Assigns, and from after default shall be
 made of or in payment of the said Sum of, &c.
 any part thereof at the place, and on either
 of the said Days of payment aforesaid, contrary
 to the true intent and meaning of the said Pro-
 viso or Condition aforesaid, peaceably and qui-
 etly to have, hold occupy, possess and enjoy
 said Messuage or Tenement, Yard, Dying-
 place, and all and singular other the Premises
 appertaining thereto, with the Appurtenances, and every
 part thereof, and to receive and take the Rents,
 Issues and Profits of the same, to his and their
 own

That the Or-
ginal Lease is
good Lease.

Covenant, That
the Grantors
have good
Right.

That the
Grantee on de-
fault of pay-
ment shall qui-
etly enjoy, &c.

Free from Incumbrances.

Except, &c.

own proper use and uses, for and during all the rest and residue which shall be then to come and unexpired of the said Term of, &c. the said recited Indenture of Lease granted letten, without the let, suit, trouble, denial, compulsion, eviction or interruption, of or by the said S. E. and D. his Wife, or either of them, their or either of their Executors, Administrators or Assigns, or any of them, or any other person or persons whatsoever. And that free and clear, and freely and clearly acquitted, discharged and discharged, or otherwise, by the said S. E. and D. his Wife, their Executors, Administrators or Assigns, sufficiently saved and kept harmless and indemnified, of from and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Assignments, Mortgage, Surrenders, Forfeitures, Re-entries, Re-arrearages of Rents, and of and from all and every other Estates, Titles, Troubles, Charges and Incumbrances whatsoever: Except Rents, Covenants, Conditions and Agreements in and by the said recited Indentures of Lease reserved and contained, which from and after such default of payment made, shall on the Tenant or Lessees part and behalf of the Premises, grow due to be paid, kept and performed. And also, except one Lease by Indenture bearing date, &c. made of part of the Premises, and from the said S. E. unto A. W. of L. Widow for the Term of, &c. commencing from, if the said A. W. so long remain a Widow, and under the yearly Rent of, &c. of lawful Money of England, thereby reserved payable Quarterly, by even and equal portions; which said yearly Rent of, &c. shall and may from and after such default of payment made of the Sum of, &c. or any part thereof, grow due and payable.

Assignments.

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able unto the said J. G. his Executors, Administrators and Assigns, for and during all the rest residue of the said Term of, &c. by the said Accepted Indenture of Lease granted, which shall **Excepted.** then to come and unexpired. And moreover, until default shall be made of or in payment of the said Sum of, &c. or any part thereof, at the place, or on either of the several Days of payment thereof above-limited, contrary to the true intent and meaning of these Presents. And until the said J. G. his Executors, Administrators or Assigns, shall enter into; and receive and take the Rents and Profits of the Premises, by virtue of these Presents, they the said S. E. and D. his Wife, and will well and truly pay, perform, fulfil, keep all and singular the Rents, Sum and Amount of Money, Payments, Covenants and Assignments; in and by the said recited Indenture of Lease reserved, contained, mentioned and expressed, which on the Tenant or Lessees part behalf shall grow due, to be done, kept, and performed. And lastly, The said J. G. him, his Executors, Administrators and Assigns, do covenant, promise, grant and agree to and with the said S. E. and D. his Wife, their Executors, Administrators and Assigns, by these Presents, That they the said S. E. and D. his Wife, **And shall enjoy till default of payment.** Executors, Administrators and Assigns, shall pay, until default shall be made for or in payment of the said Sum of, &c. or any part thereof, at the place or on either of the several Days of payment above-mentioned, contrary to the true meaning of these Presents; peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, Yard, Dying-house and all other the Premises, with the Appurtenances, and every part thereof, and receive and take the Rents, Issues and Profits of the same

to his and their own proper use and uses, without the let, suit, trouble or interruption of or to him the said J. G. his Executors, Administrators or Assigns, or any of them. In witness, &c.

An Assignment and Mortgage of two Leases of Ground in London, with good Covenants.

Recital of the
first Lease.

THis Indenture made, &c. Between W. C. &c. of the one part, and T. C. of the other part. Whereas by Indenture bearing date, &c. made, or mentioned to be made, between T. Doctor of Divinity and the Churchwardens and several other Parishioners of the Parish of, &c. of the one part, and the said W. C. of the other part; They the said Parson, Churchwardens and Feoffees, for the Consideration therein mentioned, and according to and in pursuance of an Order made at W. &c. Did demise, grant and to farm-let unto the said W. C. all that Foundation and parcel of Ground whereupon late Dwelling, &c. burnt and consumed by late dreadful Fire, lately stood, situate, &c. containing from, &c. all and singular Ways, Passages, Profits and Commodities whatsoever to the said Foundation and parcel of Ground belonging or appertaining, which said Foundation or parcel of Ground lieth between the said Foundation and Ground of, &c. To Have and Hold the said Foundation, &c. unto the said, for and during the Term of, &c. from the next ensuing, and fully to be compleat and ended by Yielding and paying, &c. as in and by the recited Indenture of Lease (amongst divers Covenants and Agreements therein contained) more at large it doth and may appear. And whereas the Major, Commonalties and Citizens of the City of London, Governors of the Possessions

Recital of the
second Lease.

Assignments.

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their Indenture of Lease under their Common Seal, bearing date, &c. for the Considerations therein mentioned, Did demise, lease, grant, betake and to farm-let unto the said W.C. his Executors, Administrators and Assigns, all that their Plot of Ground, with the Appurtenances to the same belonging, situate in St. Peter's Parish *Cornhill*, which Plot of Ground is bounded, set out and described by a certain Plot description thereof to the said last recited Indenture annexed; upon which Plot heretofore stood, &c. late in the tenure or occupation of, &c. and all Ways, Passages, Lights Easements, Profits, Commodities, Hereditaments and Appurtenances to the said Premises belonging or appertaining; To Have and to Hold all and singular the said Plot of Ground and Premises, by the said last recited Indenture of Lease demised, for and during the Term, &c. Yielding and paying therefore, &c. as in and by the said last recited Indenture of Lease, &c. relation being thereunto made, may more at large appear. And whereas the said W.C. hath lately erected and built upon the said Plots or Parcels of Ground, by the said several recited Indentures demised, two Messuages or Tenements, according to the several covenants and Agreements therein particularly contained, now in the several Tenures or Occupations of, &c. Now this Indenture witnesseth, that the said W.C. for and in Consideration of the Sum of 500 *l.* of lawful Money of *England*, hath paid him in hand, at and before the sealing and delivery of these Presents, by the said T.C. full and truly paid, the Receipt whereof the said W.C. hereby acknowledgeth, and thereof is of every part and parcel thereof, doth and lawfully acquit, exonerate and discharge the said W.C. his Executors and Administrators, and

Ground Plot
described in a
Schedule.

Recital of the
new erected
Buildings.

Consideration.

Grant.

every of them for ever, by these presents, Have granted, bargained, sold, assigned and set-over, and by these presents Doth grant, bargain, sell, assign and set-over, as well the said two severally recited Indentures of Lease, and the said several Plots and Parcels of Ground thereby respectively demised, and all Messuages, Tenements and Buildings thereupon erected and built, with the and every of their Appurtenances; as also all the Estate, Right, Title, Interest, Term and Term of years to come and unexpired, property, claim and demand whatsoever, of him the said W. C. of, in, to or out of all and singular the Premises and every part and parcel thereof, with the and every of their Appurtenances, by force and virtue or means of the said recited Indenture of Lease, or either of them, or of any Decree made by the Court of Judicature, &c. To Have and to Hold the said Plots and Parcels of Ground, &c. from henceforth, for and during all the rest and residue of the said several Term of years, by the said two several and recited Indentures of Lease respectively granted, yet to come and unexpired. And the said W. C. himself, his Executors, Administrators and Assigns Doth covenant, grant and agree, to and with the said T. C. his Executors, Administrators and Assigns, by these presents, That these two severally recited Indentures of Lease hereby assigned and set-over, or mentioned to be assigned and set-over at the time of the sealing and delivery of these presents, is, are and be good, lawful and sufficient Leases and Grants in the Law, of and for the said Plots and Parcels of Ground, and the said Messuages or Tenements built upon the same, and all and singular other the Premises thereby respectively mentioned to be demised for and during all the rest and residue of the said several

Habendum.

Covenant, That
the Original
Leases are good
Leases.

Assignments.

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Several Terms of years hereby respectively granted or letten, yet to come and unexpired, and not forfeited or surrendered, but now are and in full force and virtue. And that the said W. C. at the time of the sealing hereof hath in himself full power, good right, true title, and lawful and absolute authority to grant, bargain, sell, assign and set-over the said two recited Indentures of Lease, And the said Messuages or Tenements and Premises herein before mentioned, to be hereby granted, bargained, sold, assigned and set-over, and every part thereof, unto the said W. C. his Executors, Administrators and Assigns, in manner and form aforesaid. Provided always, and upon Condition, That if the said W. C. his Executors, Administrators or Assigns, shall well and truly pay or cause to be paid unto the said W. C. his Executors, Administrators or Assigns, at the now dwelling house of, &c. the several Sums of lawful Money of *England* hereafter mentioned, amounting in the whole to the Sum of *£* 10 l. on the several days of payment herein after expressed; (that is to say) On the, &c, and on, &c. and on, &c. residue and in full payment of the said Sum of, &c. without any default or payment to be made, for, or in respect of any taxes or Assessments whatsoever, to be Imposed upon the Premises by Authority of Parliament, or of the Common Council of the City of *London*, or otherwise howsoever; Then the grant, bargain, sale and assignment of the Premises hereby made, and every thing else herein contained, in the part and behalf of the said W. C. his Executors, Administrators or Assigns, granted, or to be performed, shall cease, determine, and be utterly void to all intents and purposes; this Indenture or any thing herein contained to the contrary hereof, in any wise notwithstanding.

That the Grantor hath good right.

The Proviso.

Assignments,

The Writings
to be delivered
up.

Mortgageor to
pay the Money.

Upon default
the Grantee to
enter and en-
joy.

And then also the said T. C. his Executors, Administrators or Assigns, shall and will redeliver or cause to be delivered up unto the said W. C. his Executors or Administrators, the said several recited Indentures of Lease, safe, whole and uncanceled, for, and notwithstanding any writing or willing act, or thing to be committed or done to the contrary, Together with that part of these Presents, which is under the Hand and Seal of the said W. C. and one Bond or Obligation of the penalty of 1000*l*. entred or to be entred into by the said W. C. unto the said T. C. for payment of the said several Sums of Money aforesaid, in manner and form aforesaid, and for performing the Covenants and Agreements herein contained, on the part and behalf of the said W. C. his Executors or Administrators, to be holden, kept and performed, cancelled or to be cancelled. And the said W. C. for himself, his Executors, Administrators and Assigns, Doth covenant, promise, grant and agree, to and with the said T. C. his Executors, Administrators and Assigns, by these Presents in manner and form following; (that is to say) That the said W. C. his Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said T. C. his Executors or Administrators, the said Sum of, &c. before mentioned at the place, and at the several days of payment thereof before expressed, in manner and form aforesaid; According to and in performance of the Proviso or Condition aforesaid: And further, That it shall and may be lawful to and for the said T. C. his Executors, Administrators and Assigns, from and after default shall be made of or in payment of the said Sum of, &c. or any part thereof at the place, or on any part of the said se-

veral

Assignments.

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al days of payment thereof above mentioned,
contrary to the true intent and meaning of the
Proviso's and Conditions aforesaid, peace-
ably and quietly to have, hold, occupy, possess
and enjoy the said several Plots or Parcels of
ground, and the said Messuages or Tenements
sit thereupon as aforesaid, and all and singu-
lar the Premises with the Appurtenances herein
before mentioned to be hereby granted, bar-
tered, sold, assigned and set-over, and every
part and parcel thereof, and to receive and take
the Rents, Issues and Profits of the same, to his
their own proper use and uses, for and during
the rest and residue which shall be then to
come, and unexpired of the said several Terms
Years, by the said several recited Indentures
of Lease, granted or mentioned to be granted,
without any let, suit, denial, trouble, expulsion,
disturbance or interruption, of or by the said W.
his Executors, Administrators or Assigns, or
any of them, or of any other person or persons
whatsoever. And that free and clear, and freely
and clearly acquitted, exonerated and discharg-
ed, or by the said W. C. his Executors, Admini-
strators or Assigns, sufficiently secured and kept
safe and indemnified of, and from all
and all manner of former and other Bargains,
Sales, Gifts, Grants, Leases, Assignments, Sur-
renders, Forfeitures, Reentries, Rents and Ar-
rises of Rent, and of, and from all and eve-
ry other Estates, Titles, Troubles, Charges and
Incumbrances whatsoever, except the Rents,
Covenants, Conditions and Agreements, in and
out of the said several recited Indentures of Lease,
expressly reserved and contained, which
shall and after such default of payment made,
shall on the Tenant or Lessees part and behalf
of the Premises, grow due to be paid, kept and
per-

And free from
Incumbrances.

Mortgageor to
enjoy till de-
fault of pay-
ment, and till
then to per-
form the Co-
venants and
payments in
the original
Lease.

Assignments.

performed, And also except one Lease by Indenture bearing date the, &c. made of part of the said Premises, by and from the said W. C. unto J. P. of, &c. for the Term of, &c. commencing from, &c. for and under the yearly Rent of, &c. of lawful Money of England, then by reserved, payable quarterly by equal portions, which said yearly Rent of, &c. shall and may be paid from and after such default of payment made of the said Sum of 530*l.* or any part thereof, grow due and payable unto the said T. C. his Executors, Administrators and Assigns, for and during all the then rest, and residue of the said Term of, &c. by the said Indenture of Lease granted, which shall be then to come and unexpired. And moreover, that until default shall be made of, or in payment of the said Sum of 530*l.* or any part thereof, at the place or on either of the said several days of payment thereof above limited, contrary to the true intent and meaning of these presents. And until the said T. C. his Executors, Administrators or Assigns, shall enter into and receive and take the Rents and Profits of the Premises, by virtue of these Presents, he the said W. C. his Executors, Administrators or Assigns, shall and will well and truly hold, pay, perform, fulfil and keep all and singular the Rents, Sum and Sums of Money, Payments, Covenants and Agreements, in, and by the said several recited Indentures of Lease respectively reserved, contained, mentioned and expressed, which on the Tenant or Lessees part and behalf, by virtue of the said Indenture of Lease, or by virtue of any Decree made by the said Court of Judicature, shall grow due to be paid, done, kept and performed. And lastly The said T. C. for him, his Executors Administrators and Assigns, doth covenant, promise

grat

ant and agree to, and with the said W. C. his
 Executors, Administrators and Assigns, by these
 presents, That he the said W. C. his Executors,
 Administrators and Assigns, shall or may until
 fault shall be made of, or in payment of the
 said Sum of 530 l. or any part thereof at the
 place, or on either of the several days of pay-
 ment above mentioned, contrary to the true
 meaning of these presents, peaceably and quietly
 have, hold, occupy, possess and enjoy the said
 lots or Parcels of Ground, and the said Messu-
 ges or Tenements built upon the same, and all
 other the Premises with the Appurtenances and
 every part thereof, and receive, and take the
 rents, Issues and Profits of the same, to his and
 their own proper use and uses, without any let,
 hindrance, trouble or interruption, of, or by him the
 said T. C. his Executors, Administrators or As-
 signs, or any of them. In witness, &c.

*An Assignment of a Lease for 1000 years Mortgaged
 and Forfeited, in trust and in pursuance of a Mort-
 gage in Fee of the same Premises, and upon pay-
 ment the Trustee to Release.*

His Indenture made between D. B. of, &c.
 Son and Heir of W. B. late, &c. deceased,
 and W. W. of, &c. R. W. of &c. of the one part,
 and J. G. of, &c. and T. C. of, &c. of the other
 part. Whereas the said W. B. deceased, and the
 said D. B. by their Indenture of Lease, bearing
 date, &c. for and in Consideration of the Sum of
 100 l. of lawful Money of England, Did grant,
 bargain, sell, and to farm let unto F. A. of L.
 his Executor, his Executors, Administrators and As-
 signs, all that Messuage or Tenement with, &c.
 situate in, &c. containing by estimation 116
 acres more or less, and all Barns, Stables, Out-
 houses,

Recital.

Assignments.

houses, Yards, Courts, Curtilages, Orchards, Gardens, Lands, Tenements, Pastures, Feedings, Woods, Underwoods, Waits, Ways, Easements, Profits, Commodities, Emoluments, Advantages and Appurtenances to the said Messuage or Tenements, belonging or appertaining, or then or at any time, used or occupied with the said Messuage or Tenement, or accounted, or reported as part, parcel or member thereof, which said Messuage or Tenement and Premises then were in the tenure, occupation or possession of, &c. his under Tenants or Assigns (since deceased) and now in the tenure of, &c. or his Assigns. To Have and to Hold the said Messuage or Tenement and Premises to the said F. A. his Executors, Administrators and Assigns, for and during the full Term of One thousand years, full to be compleat and ended, subject nevertheless to a certain Proviso or Condition in the said mentioned Indenture specified for the Sum of 200 *l.* to the said F. A. his Executors, Administrators or Assigns, at such times as in the said recited Indenture, which said 2000 *l.* not being paid according to the said Proviso, the said Lease became forfeited, and is now by sundry mean Assignments and Conveyances in the Law, lawfully come to the hands and possession of the said W. for and during the rest and residue of the said Term of One thousand years, by the said recited Indenture of Lease granted, as in and by the said recited Indenture of Lease, and the said several mean Assignments and Conveyances thereof made (Relation thereunto being severally and respectively had) more at large it doth and may appear. Now this Indenture witnesseth, That for and in Consideration of a certain competent Sum of lawful Money of England to the said W. R. in hand, at or before the en-

Habendum.

sealing

The Grant in Trust.

aling and delivery of these Presents, by the
 id J. G. well and truly paid, the receipt where-
 he the said R. W. doth hereby acknowledge,
 d thereof, and of every part and parcel there-
 doth hereby acquit and discharge the said J.
 his Executors, Administrators, and every of
 em for ever by these Presents, he the said W.
 at the request, and by and with the consent
 the said D. E. and W. W. and also by the di-
 ction and appointment of the said J. G.
 th granted, bargained, sold, assigned and set
 ver, and by these Presents doth grant, bar-
 ain, sell, assign and set-over unto the said T. C.
 s Executors, Administrators and Assigns, all
 e said Messuage or Tenement, and the Yard
 ands, called or known by the name of, &c.
 uate, lying and being in, &c. containing by
 stimation 116 Acres, be the same more or less
 aforesaid, and all and singular other the Pre-
 mises, with their and every of their Appurte-
 nances, by the said recited Indenture of Lease
 granted, bargained, sold and to farm let unto
 he said F. A. as aforesaid, And all the Estate,
 ight, Title, Interest, Term of Years to come
 nd unexpired, Profit, Advantage, Claim and
 Demand whatsoever of him the said R. W. of,
 n, and to the said Messuage or Tenement, two
 Yard Lands and Premises, and every part and
 parcel thereof, by force, virtue or means of the
 aid recited Indenture of Lease, and the said
 mean Assignments and Conveyances in the Law,
 or any of them, or otherwise howsoever, To
 Have and to Hold the said Messuage or Tene-
 ment, and two Yard Lands and Premises, with
 their and every of their Appurtenances unto the
 said T. C. his Executors, Administrators and As-
 signs, from henceforth, for, and during all the
 rest and residue of the said Term of One thou-
 sand

Habendum.

Assignee Co-
venants, that
he hath not
incumbred.

Covenant that
if the first Mort-
gageor pay the
Mortgage mo-
ney, then the
Trustee to Re-
convey to him.

said years, by the said recited Indenture of Lease granted, yet to come and unexpired; In truth nevertheless for the proper use and benefit of him the said J. G. his Executors, Administrators and Assigns, and to be at his and their disposing. And the said R. W. for himself, his Executors, Administrators and Assigns, doth covenant, grant and agree to and with the said J. C. his Executors, Administrators and Assigns, by these Presents, That he the said R. W. or any claiming, from, by, or under him hath not done any act or acts, thing or things whereby, or by reason whereof the Premises or any part thereof are or shall, or may be incumbred or impeached in Title, Charge, Estate, or otherwise howsoever, or by reason whereof the said J. G. his Executors, Administrators or Assigns, shall or may be hindred or molested, of, or in the enjoying of the Premises or any part thereof, during the residue of the said Term of One thousand years, yet to come and unexpired; And the said J. G. for himself, his Executors and Administrators, doth covenant, grant and agree to and with the said D. B. his Heirs, Executors and Administrators, by these Presents, That if he the said D. B. his Heirs, Executors, Administrators or Assigns, or any of them, shall well and truly pay or cause to be paid unto the said J. G. his Executors, Administrators and Assigns, at or within the now dwelling house, &c. the Sum of 530 l. of lawful Money of *England*, in manner and form following; (that is to say) On the, &c. day of, &c. next coming after the date hereof, the Sum of 15 l. thereof, and on the, &c. day of, &c. which will be in the year of our Lord God, &c. the Sum of Five hundred and fifteen pounds residue, and in full payment of the said Sum, &c. according to and in performance of certain Pro-

viso's

o's or Conditions contained and mentioned
one pair of Indentures of Release bearing date,
day of the date of these Present, made or
mentioned to be made between the said D. B. of
one part, and the said J. G. of the other
part, That then the said T. C. his Executors or
Administrators, shall at the Request, and Costs
and Charges of the said D. B. his Heirs, Execu-
tors or Administrators, convey, assign and set-
over unto the said D. B. his Heirs, Executors or
Assigns, or to such other person or persons, as
they shall nominate and appoint, all his
estate, Right, Title, Interest, Term of years to
come, Claim and Demand of, in, and to the
said recited Indenture of Lease so made unto
the said F. A. and hereby granted, bargained,
assigned and set-over unto him the said T.
as aforesaid, And of, in, and to the said Mes-
uage or Tenement, two Yard Lands and Pre-
misses, by the said recited Indenture of Lease,
bargained, sold and to farm letten, discharged
and from all Incumbrances and Estates what-
soever, to be then before had, made or done
against him the said T. C. his Executors, Administra-
tors and Assigns. In witness, &c.

*Wide the same Title in the Second Part of this
Book.*

Awards.

Awards.

*An Award in a Controversie about a Bond given
for payment of a Wife's Portion.*

TO all Christian People to whom these Presents shall come : C. E. of C. and J. C. of, &c. in the County of D. send Greeting. Whereas there is a Suit now depending in His Majesty's High Court of Chancery, Between T. L. of K. in the County of K. Baronet, and others, Plaintiffs, and J. F. of W. in the said County of N. Baronet; Defendant, touching a Bond of the Penal Sum of, &c. formerly entered into by W. F. late Father to the said J. F. deceased, Conditioned for the payment of, &c. for the Marriage Portion of the said G. L. now Wife of the said T. L. and Daughter to the said W. F. And whereas the said T. L. and J. F. have now lately submitted themselves to the Award and final determination of us the said C. E. and J. C. concerning the said Suit, so far as it may relate to him the said T. L. as also the said Bond and all right, title, interest, claim and demand whatsoever, which he the said T. L. now hath or at any time hereafter shall or may have or claim against him the said J. F. or against any of his Lands or Estate in the County of N. or elsewhere, in right of the said G. his Wife, for her Portion, or otherwise ; and likewise have each of them entered into a Bond of the Penalty of, &c. with Condition for the true performance of the said Award.

Now know ye therefore, That We the said E. and I. C. taking upon us the Charge of the said Award, and willing to make Unity and Concord between the said parties concerning the Premises, Have called the said parties before and by good Advice and Deliberation have heard, examined and perfectly understood both the Rights, Grounds and Proofs in the said Premises, and weighing the Effects of the Matters in Controversie, do make and publish this our Award in manner following :

Imprimis, We do Order and Award, That all ^{All prosecution} other Prosecution in the said Suit, between the ^{at Law to} parties, shall from henceforth cease and de- ^{cease.} cline.

Item, We do Order and Award, That the said his Heirs, Executors or Administrators, within &c. Months next after the publishing of this Award, shall give Security to be approved ^{To give Security to pay a} the Counsel of the said T. L. to pay unto the ^{yearly Rent} T. L. his Executors or Administrators, the ^{after the death} yearly Rent or Sum of, &c. of good and lawful ^{of a person.} Money of England, for and during the Term &c. years, at two days of payment in the year; (That is to say,) the, &c. day of, &c. and &c. day of, &c. by equal portions; The first payment to begin and be made on such of the said days as shall first happen, next after the decease of I. F. of H. in the said County of N. Widow : in the mean time, and until the commencement of the said yearly Rent, That the said I. F. ^{In the mean time to pay a} Executors or Administrators, shall yearly pay ^{yearly Rent} the said yearly Rent or Sum ^{for maintenance of the} to be paid unto — L. Son and Heir apparent to the said T. L. the yearly Rent or Sum ^{of the} of like lawful Money, at the two days of ^{eldest Son.} payment, and by equal portions as aforesaid, the first payment to begin and be made on the, &c. day of, &c. which shall be in the year, &c. which

Awards.

said yearly Rent of, &c. is, and by this our award is declared to be for and towards the Maintenance and Education of him the said — L. in one of the Inns of Court, in the Study of the Common Laws of *England*, and is only to be and have continuance, for and until the commencement of the aforesaid yearly Rent of, &c. to the said T. L. as aforesaid, and not for any longer or other term or time, and from thenceforth to cease, determine and be void.

The first mentioned Sum to be for a Maintenance for younger Children.

Item, We do further Order and Award, That the said, &c. so to be paid to the said T. L. or in default thereof, the like Sum to be charged upon his Estate, or otherwise, by him raised, shall be applied to and put out for and towards a Provision and Maintenance for his younger Children by the said G. L. his Wife.

To give Releases.

Item, Lastly, We do Order and Award, That the said T. L. shall give such Releases or other Legal Discharges, as by the Counsel of the said J. F. shall be advised, as well for the Release of the said Bond, as also for the barring and extinguishing of all such Right, Title and Interest, as he the said T. L. now hath or claimeth, or any time hereafter may have or claim in right of the said G. for or concerning a Portion or yearly Rent-charge, or any gross or other Sum whatsoever, now chargeable upon, or issuing out of, or hereafter to be chargeable upon, or issuing out of any the Lands and Estate of the said J. F. or otherwise; and likewise before the, &c. day of, &c. next ensuing the date hereof shall deliver up, or cause and procure to be delivered up unto the said J. F. his Heirs or Assigns, the aforesaid Bond, and all Deeds, Evidences and Writings whatsoever, in his the said T. L.'s custody or in the hands or custody of any other person or persons to his knowledge, or by his privy

To deliver up Writings.

Bargains and Sales.

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consent, which any away do or may relate the Portion, or any other Sum or Sums of money or yearly Rent already due, or which hereafter may be due or payable to the said T. in right of the said G. and now chargeable on or to be issuing out of any the Lands or estate now enjoyed by the said J. F. or by any person or persons claiming under him, or any Lands or Tenements whatsoever, which at any time heretofore were enjoyed by the said J. F. in his life time, or any person or persons claiming under him. In witness, &c.

Bargains and Sales.

Bargain and Sale of Freehold Lands with Covenant for Grantor and his Wife levying a Fine, and other good Covenants, &c. also that Grantor will Surrender Copyhold Lands to the use of, &c.

His Indenture made the, &c. day of, &c.
Between J. W. of P. in the County of S.
the one part, and H. A. of B. in the County
R. G. of G. in the County of M. and J. T.
M. in the County of B. on the other part
witnesseth, That the said J. W. for and in Con- Consideration.
sideration of the Sum of, &c. of good and law-
Money of *England*, to him in hand paid by
said H. A. R. G. and J. T. at and before the
making and delivery hereof, The Receipt
whereof he doth hereby acknowledge, and
of and of every part and parcel thereof,
fully, clearly and absolutely acquire, exonerate
and discharge the said H. A. R. G. and J. T.
K 2 their

Bargains and Sales.

Grant.

Sale of all Writings, &c.

their Heirs, Executors and Administrators, by these presents, and for divers other good causes and considerations him thereunto moving, the said J. W. Hath granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said H. A. R. G. and J. T. theirs Heirs and Assigns for ever, all that Messuages or Tenement, &c. with the Appurtenances &c. Together with all Houses, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Pastures, Feedings, Leasows, Woods, Underwoods, Waters, Watercourses, Commons, Commons of Pasture, Hedges, Hedg-rows, Ways, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, (except before excepted) to the said Messuages or Tenements belonging, or in any way appertaining or demised, used, occupied, accepted, reputed or taken to be belonging or appertaining to the said, &c. Messuages, Tenements and Premises, or to either of them, or to any part, parcel or member of them or of either of them; And the reversion and reversions, remainder and remainders of all and singular the said premises, of every part and parcel of them, (except before excepted) and all other yearly and other Rents and Profits, reserved upon any Demise or Lease made of the said Premises or of any part thereof. And for the Consideration aforesaid, the said J. M. doth by these presents grant, bargain, sell unto the said H. A. R. G. and J. T. all singular Deeds, Evidences and Writings in his hands or custody of the said J. W. touching concerning the Premises before mentioned to be hereby granted only, or any part or parcel thereof, All which or so many of them as he hath or can come by without Suit of Law

Bargains and Sales.

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e said J. W. doth hereby covenant to deliver To be deliver-
 cause to be delivered unto the said H. A. R. G. ed by a day.
 d J. T. their Heirs or Assigns, at or before the,
 day of, &c. next ensuing the date hereof,
 e, whole, uncanceled and undefaced, or in as
 od case and plight as the same now are, toge-
 er with true Copies of all such other Deeds,
 idences and Writings, as touch or concern the
 emisses or any part or parcel thereof, toge-
 er with any other Lands, as the said J. W. hath
 his custody, or may or can come by without
 it in Law, the same to be written and copied
 t, at the cost and charges of the said H. A.
 G. and J. T. their Heirs and Assigns, To have *Habendum.*
 d to hold the said Messuages, Tenements and
 and singular other the Premises above by
 se presents mentioned or intended to be here-
 granted, and every part and parcel thereof,
 h their and every of their Appurtenance (ex-
 t before excepted) unto the said H. A. R. G. and
 T. their Heirs and Assigns for ever, unto the
 y use and behoof of the said H. A. R. G. and
 T. their Heirs and Assigns for ever, And the
 d J. W. for himself his Heirs, Executors and
 ministrators, doth Covenant and Grant to
 with the said H. A. R. G. and J. T. their
 rs and Assigns, by these presents: That the
 d J. W. and D. T. his Wife, shall and will on
 side and before the end of *Michaelmas* Term
 t ensuing the date of these presents, at the
 quest and cost and charges in the Law of the
 d H. A. R. G. and J. T. their Heirs or Assigns,
 Fine *Sur Conisance de droit come ceo, &c.* to be
 y levied before the Justices in his Majesties
 urt of Common Pleas at *Westminster*, where-
 on Proclamation shall and may be had and
 de, according to the usual course of Fines,
 h Proclamations for assurance of Lands in

Covenant for
 levying a Fine
 by Grantor and
 his Wife.

Enurement of
the Fine.

Covenant that
Grantor is sei-
sed and has
power to sell.

such cases used, and the form of the Statute that behalf provided, grant and convey unto the said H. A. R. G. and J. T. and their Heirs the said Messuages, Tenements and all and singular other the Premisses, above by these presents mentioned and intended to be hereby granted, and every part and parcel of them with their and every of their Appurtenances, (except before excepted) by such apt and convenient names, descriptions and numbers of Acres as shall be thought fit and agreed upon, which said Fine and all Fines now or at any time hereafter had or levied of the said Premisses, or any part of them between the said parties, or any of them, shall be and enure and is hereby declared to be and enure, to the use of the said H. A. R. G. and J. T. their Heirs and Assigns for ever and to and for no other use, intent or purpose whatsoever, And the said J. W. for himself, his Heirs, Executors and Administrators doth Covenant and grant to and with the said R. G. and J. T. their Heirs and Assigns, by these presents That he the said J. W. for and notwithstanding any act, matter or thing made, committed or done by him or F. W. his Father deceased or either of them to the contrary, now is and standeth lawfully and rightfully seised of, and in the said Messuages, Tenements, Hereditaments, and singular other the Premisses, herein before mentioned and intended to be hereby granted with their and every of their Appurtenances (except before excepted) of a good, sure, perfect absolute and indefeizable Estate of Inheritance in Fee-simple. And notwithstanding any such act as aforesaid, now hath good right, full power and lawful and absolute authority to grant and convey the said Messuages, Tenements, Hereditaments and Premisses, with their and every

their Appurtenances, (except before excepted) unto the said H. A. R. G. and J. T. and their Heirs, according to the purport, true intent and meaning of these presents, And that it shall and may be lawful to and for the said H. A. R. G. and J. T. their Heirs and Assigns, from time to time, and at all times forever hereafter, peaceably and quietly, To have and to hold, occupy, possess and enjoy the said Lands, Tenements, and all and singular other the premises herein before mentioned, and intended to be hereby granted, and every part and parcel of them, with their and every of their Appurtenances, (except before excepted) without the lawful let, hindrance, trouble or interruption of him the said J. W. his Heirs or Assigns, or of any other person or persons lawfully claiming or to claim, by or under him the said J. W. or the said F. W. his Father, or in, by or under them or either of them, their or either of their Estate or Estates, Right, title, act, means, consent or procurement, and free and clear, and freely and clearly acquitted and discharged, or saved harmless of and from all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Joynures, Dowers, Uses, Wills, Entails, Rents, Arrearages of Rents, Debts, Statutes, Recognizances, Judgments, Extents, Executions, and all former and other Estates, Titles, Troubles, Charges, Burthens and Incumbrances whatsoever, had, made or done, or to be had, made or done by them or either of them, or by any other person or persons lawfully claiming or to claim, in, by or under them, or either of them, one Lease of a Messuage, with the Appurtenances, and certain Lands, parcel of the said Premises in possession, unto the said W. W. for the Term of, &c. years, whereupon the yearly Rent of, &c.

For quiet Enjoyment.

That Premises are free from Incumbrances.

Exception of Leases.

Covenant for
further Assu-
rance.

is reserved; and one other Lease of one Messuage, with the Appurtenances, and certain Land parcel of the said premisses, unto the said F. W. for the Term of, &c. years whereupon the yearly Rent of, &c. is reserved, which said Rents shall from thenceforth be due and payable unto the said H.A. R.G. and J.T. their Heirs and Assigns and all Rents and Services hereafter to grow due and payable unto the Chief Lord or Lords of the Fee and Fees of the said premisses, only excepted and foreprised. And further, That the said J. W. and his Heirs, and every other person or persons, claiming or to claim from, before or under him the said J. W. or the said F. W. the Father, or from, by or under them or either of them, (Except the before-mentioned Lessees for their respective Terms) shall and will from time to time, during the space of, &c. years next ensuing the date hereof, upon the request and at the costs and charges in the Law of the said H.A. R.G. and J. T. their Heirs or Assigns, do make and execute, or cause to be made, done and executed, all and every such further and other act and acts, conveyances and assurances in the Law whatsoever, for the further, better and more perfect conveying and assuring of all the said Lands, Tenements and Hereditaments, and all and singular other the premisses herein before-mentioned and intended to be hereby granted, and every part and parcel of them, with their and every of their Appurtenances, (Except before excepted) unto the said H. A. R. G. and J. T. their Heirs and Assigns for ever, be it by Fine or Fines, Deed or Deeds inrolled or not inrolled, or otherwise howsoever, as by the Counsel learned in the Law of the said H. A. R. G. and J. T. their Heirs or Assigns, shall be reasonably devised, advised or required, (so as

such

h further assurance contain no further Cove-
nts or Warranty, than in these presents are
ntained, and so as the Parties to make the
he be not thereby compelled to Travel above
Miles from the place or places of their usual
ode for doing thereof. And whereas the said
W. holdeth to him and his Heirs by Copy of
urt-Roll, at the Will of the Lord, according
the Custom of the Manor of S. aforesaid, the
parcels of Land in S. aforesaid, before ex-
ted, It is covenanted and agreed upon by
l between the said Parties to these presents:
d the said I. W. for himself, his Heirs, Exe-
ors and Administrators, for the Considera-
n aforesaid, Doth Covenant and Grant to
with the said H. A. R. G. and I. A. their
irs and Assigns, by these presents, That he
said I. W. shall and will before the Feast of
John Baptist now next ensuing, surrender (ac-
ding to the Custom of the said Manor) the
parcels of Customary Land before excep-
unto the use and behoof of the said H. A.
G. and I. T. and their Heirs for ever, and pro-
e them to be admitted unto the same accord-
ly, to hold according to the Custom of the
Manor, freed and discharged of all Forfei-
es, Charges and Incumbrances, done or suf-
ed by him the said I. W. or F. W. his Father,
either of them. In witness, &c.

Recital of the
Copyhold
Premises.

Covenant for
surrendring
them to the use
of Grantees
and their
Heirs.

An Indenture of Bargain and Sale of Goods, specified in a Schedule, the Vendor being to have the use of them for Life, amending such of them as shall be impaired by the use.

THis Indenture made the 10th. day of, Between E. S. Widow and Relict of T. S. of L. in the County of H. Esq; deceased, of one part, and I. N. of, &c. of the other part. Whereas the said E. S. is at present under great necessity and want, and hath urgent occasion for a certain Sum of Money, to help and relieve her under and out of the same, and willing and desirous to raise the same by the Sale and disposition of all her Goods, Chattels and Household-stuff, *bona fide*; But in such manner that she the said E. S. may have the reasonable use of them for her natural Life, and to that purpose hath agreed with the said I. N. who upon valuation of the same Goods and Household-stuff, is willing to advance such Sum of Money to her the said E. accordingly. Now this Indenture witnesseth, That upon the Consideration aforesaid, she the said E. S. in Consideration of the full and just Sum of, &c. of lawful Money of *England*, to her the said E. S. or to her use and benefit, in hand paid or secured to be paid by the said I. N. the Receipt whereof is hereby acknowledged, Hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell unto the said I. N. all and singular the several and particular Goods, Chattels and Household stuff, Utensils and Furniture of the said E. S. in a Schedule hereunto annexed particularly expressed, mentioned and described by what Name or Names soever the same are

Grant.

alled or known, and of what kind, quality, nature and condition soever the same are, with their and every of their Appurtenances and Incidents, and all the Estate, Right, Title, Interest, Property, Claim and Demand, which she hath or may have to the same or any of them; To have, hold, occupy and enjoy the same, to and by the said I. N. his Executors, Administrators and assigns, to his and their own proper use and ends, at all time and times hereafter, saving as and by these Presents is hereafter covenanted and agreed between the said Parties. And the said E. S. doth by these presents, covenant with the said I. N. that she hath good Right and Title to and singular the said Goods, Chattels, Household-stuff, Utensils and Furniture in the said Schedule hereunto annexed, particularly mentioned and described, and to make the Grant and Sale thereof above-mentioned, and that her Executors and Administrators shall suffer all lawful and necessary acts and things, for the taking and carrying of the same away at her death. And these presents further witness, That in pursuance of the said Agreement, and in Consideration that the said E. S. hath abated a considerable Sum of the real Value of the said Goods and Chattels for the damage they may receive during the life of the said E. S. by her use thereof, which the said Parties have agreed upon: The said I. N. doth by these presents covenant, promise and agree, to and with the said E. S. That she the said E. S. shall and may, during her natural Life, use, wear and, employ the said Goods, Chattels, Household-stuff, Utensils and Furniture above-mentioned, to be hereby Bargained and Sold in a reasonable manner, in such plight and place as they are now in, without altering the same, and with amending such of them as may want amend-

That Granter
hath good
Title, &c.

That she shall
have the use
thereof during
her Life, &c.

Bargains and Sales.

amendment during her use thereof, as afore-
and not otherwise. In witness, &c.

The Top of the Schedule thus :

*A Schedule Indented of all and singular
Goods, Chattels, Household-stuff, Utensils
Furniture in the Indenture mentioned,
which this Schedule is annexed.*

A Bill of Sale of part of a Vessel.

TO all Christian People to whom these Pre-
sents shall come, R. R. of, &c. sends
Greeting. Know ye, That I the said R. R.
and in Consideration of the Sum of, &c.
lawful Money of *England* to me the said R.
by S. T. of, &c. Mariner, in hand well and truly
paid, the receipt whereof I do hereby acknow-
ledge, and thereof and of every part thereof, do
acquit and discharge the said S. T. his Executors
and Administrators, by these presents, Have
aliened, granted, bargained and sold, and by these
presents do alien, grant, bargain and sell unto the
said S. T. his Executors, Administrators and Assigns,
signs, one Moiety or Half part or share of a cer-
tain Ship or Pink called the *Katharine* of H.
the Burden of 200 Tun, or thereabout, and one
Half-part of all and singular the Masts, Sail-
Dile-yards, Ropes, Anchors, Cables, Tackle, Appur-
parel, Cock-boat and Furniture whatsoever unto
the same Pink now belonging or or appertaining
To have and to hold the said Moiety of the said
Pink, and of all and singular other the pre-
misses, with their Appurtenances, unto the said
S. T. his Executors, Administrators and Assigns
to his and their own use and behoof by these
presents. And I the said R. R. for me, my Heirs
Executors

Grant.

Matendym.

Bargains and Sales.

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Executors and Administrators, do covenant and Covenant, that
 with the said S. T. his Executors Admini- he hath power
 tors and Assigns, by these presents, That I to grant, &c.
 said R. R. at the time of the enfealing and
 ivery of these presents, have good Right and
 ful Authority to alien, grant, bargain and
 the said Moiety of the said Pink or Vessel,
 all and singular other the Premises, with
 Appurtenances, unto the said S. T. his Ex-
 tors, Administrators and Assigns, in manner
 form aforesaid. In witness whereof I the
 R. R. have hereunto put my Hand and Seal
 day of in the year of, &c. An-
 ne, Dom', &c.

*Short Deed of Bargain and Sale of Goods in Trust
 for payment of Debts, and allowing the Grantor
 yearly Allowance during his Life.*

This Indenture made, &c. Between R. F. &c.
 of the one part, and W. F. on the other
 rt, Witnesseth, That the said R. F. as well for
 in Consideration of the Sum of, &c. of Consideration.
 ful Money of *England*, paid or secured to be
 id by the said W. F. for the proper Debts of
 e said R. F. unto divers persons in the Schedele
 reunto annexed particularly named : As also
 r divers other good and valuable Causes and
 onsiderations him the said R. F. thereunto espe-
 ally moving, Hath granted, bargained and Grant
 d, and by these presents doth absolutely grant,
 rgain and sell unto the said W. F. his Execu-
 rs, Administrators and Assigns, all and singular
 s Goods, Household-stuff, Implements of Houf-
 old and Husbandry, Cattel and Chattels, and
 ersonal Estate whatsoever, moveable and un-
 oveable, quick and dead, of what kind and
 fort

Habendum.

Covenant, That
Grantee will
pay Grantors
Debt.

Grantor to pay
Grantee yearly
such a Sum
during Life of
Grantee.

Covenant for
quiet Enjoy-
ment.

sort soever they be; To have and to hold and singular the said Goods and Household Implements of Household and Husbandry, Carts and other Chattels and Personal Estate whatsoever, unto the said W. F. his Executors, Administrators and Assigns, to his and their own proper use, benefit and behoof. And the said W. F. for himself, his Executors and Administrators doth covenant, promise and grant to and with the said R. F. his Executors, Administrators and Assigns, by these presents, in manner and form following; (That is to say,) That he the said W. F. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly satisfy, pay and discharge the several Debts and Sums of Money in the said Schedule indented, to these presents annexed particularly mentioned, unto the respective person and persons nominated and appointed in and by the said Schedule for the Receipt thereof, and of all from the same, and all expences, disbursements and payments concerning the same, shall save harmless and indemnified the said R. F. his Heirs, Executors and Administrators, and every of them. And also, That he the said W. F. his Heirs, Executors or Administrators, or some of them, shall and will yearly and every year during the natural Life of the said R. F. well and truly pay or cause to be paid unto the said R. F. and his Assigns, upon every 25th day of *March*, the Sum of, &c. of lawful Money of *England*, the first payment to begin on the &c. day of *March*, which shall be in the Year of our Lord, &c. And the said R. F. for himself, his Heirs, Executors and Administrators hereby covenanteth and agreeth, to and with the said W. F. his Executors, Administrators, and Assigns, That he the said W. F. and his Assigns shall

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or may quietly hold and enjoy all and every said bargained Goods and Chattels, without interruption or disturbance of the said R. F. of any other, by or through his means, act, consent or procurement. In witness, &c.

*Short Deed of Bargain and Sale of Lands in Fee,
to be Inrolled.*

His Indenture made, &c. day of, &c. Between G. D. of the City of *London*, Gent. the one part, and T. F. of, &c. in the County of *M.* on the other part witnesseth, That the said G. D. for and in Consideration of the Sum *Consideration.* &c. pounds of lawful Money of *England*, to him in hand paid by the said T. F. before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof fully, clearly and absolutely acquit, exonerate and discharge the said T. F. his Executors and Administrators, by these presents, and for all other good causes and considerations him unto moving, he the said G. D. Hath granted, granted, bargained, sold, aliened, enfeoffed and conveyed, and by these presents doth grant, bargain, sell, alien, enfeoff and confirm unto the said T. F. and his Heirs, all that Messuage or Tenement with the Appurtenances, called or known by the name of *Sterdens alias Sterdens* lying and being in *L.* in the Parish of *N.* the County of *G.* And all and singular Houses, Buildings, Barns, Dove-houses, Yards, Orchards and Gardens to the same adjoining and belonging also the Reversion and Reversions, Remainders and Remainders, Right, Estate, Interest, Profit, Claim and Demand whatsoever of him

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Habendum.

Warranty.

him the said G. D. of, in, and to all and singular the said Premises, and of, in, and to every part and parcel of them, and of, in, and to yearly and other Rents and Profits reserved upon any Demise or Lease of the said Premises or any part thereof: To have and to hold the said Messuage or Tenement, and all and singular other the Premises, herein before mentioned and intended to be hereby granted, with their and every of their Appurtenances unto the said T. F. his Heirs and Assigns for ever, to the only use and behoof of him the said T. F. his Heirs and Assigns for ever more. And the said G. D. himself and his Heirs, the said Messuage and Tenement, and all and singular other the Premises, with their and every of their Appurtenances, unto him the said T. F. his Heirs and Assigns, against him the said G. D. his Heirs and Assigns, shall and will warrant and for ever defend by these presents. In witness, &c.

A Bargain and Sale of Lands by Deed Inrolled at Large, and very full Covenants, very apt and most Conveyances.

Consideration.

THis Indenture made, &c. Between J. of, &c. in the County of, &c. A. R. Widow T. R. and T. S. of the one part, and E. of the other part witnesseth, That they the said J. R. A. R. T. R. and T. S. for and in Consideration of the Sum of, &c. of lawful Money of *England*, unto them or some or one of them, and with the consent of the other of them, have hand paid by the said E. M. before the enfeoffment and delivery hereof, The receipt whereof they do hereby acknowledge and confess, and therefore do acquit and release the said E. M. his Heirs, Executors, Administrators, Assigns, and Assigns of, &c.

tors and Administrators, and every of them
these presents, and for divers other good and
able Causes and Considerations them there-
especially moving, Have granted, bar-Grant.
ned, sold, aliened, released and confirmed,
by these presents do fully, freely, clearly
absolutely grant, bargain, sell, alien, release
confirm unto the said E.M. his Heirs and Al-
s, all that Messuage, Cottage or Tenement,
and particularly mentioned and expressed
Terrar or a Schedule indented, unto these
sents annexed, and also all Houses, Edifices,
ldings, Barns, Stables, Orchards, Gardens,
ds, Backsides, Easements, Ways, Paths, Pal-
s, Trees, Woods, Under-woods, Hedges,
ches, Fences, Mounds, Commons and Common
pasture, Stone, Meadow and all other Profits,
 Commodities, Emoluments, Hereditaments and
ourtenances whatsoever, to the said mentioned
gained Messuage, Cottage or Tenement,
other the said Premises or any of them
nging or in any wise appertaining or there-
nal usually used, occupied or enjoyed or ac-
ted, reputed, taken or known to be as part,
cel or member thereof: And also the Re-
sion and Reversions, Remainder and Remain-
thereof, and all Rents and Services refer-
, and to be hereafter due and payable upon
Demise or Lease or other Estate whatsoe-
made of the said mentioned bargained pre-
ses or any part or parcel thereof, with the
ourtenances unto any person or persons what-
er, And also all the Estate, Right, Title, In-
est, Claim, Property and Demand whatsoe-
of them the said F. R. A. R. T. R. and T.
nd every of them, their and every of their
rs and Assigns, of and to the same, and also
Deeds, Evidences, Charters, Writings, Ef-
cripts,

Bargains and Sales.

cripts, and Minuments whatsoever, only touching or concerning the said mentioned bargained Premises, or only any part thereof, which the said R. A.R. T.R. and T.S. have or any of them, hath or may or can lawfully come by without Suit in Law or expence of Money, And also true Copies of all other Deeds, Evidences, Charters, Writings, Escripts and Minument whatsoever, which do any way concern the said mentioned granted Premises or any part thereof, together with any other Lands, Tenements or Hereditaments which the said J. R. A. R. T. R. and T. S. have or any of them, hath or may or can lawfully come by without Suit in Law or expence of Money, The same Copies to be made and written at the charges of the said E. M. his Heirs and Assigns, To have and to hold the said mentioned granted Messuage, Cottage or Tenement and Premises with the Appurtenances and every part thereof; unto the said E. M. his Heirs and Assigns; To the only proper use and behoof of the said E. M. and of his Heirs and Assigns forever, To be holden of the chief Lord or Lords of the Fee or Fees of the Premises, by the Rents and Services for the same due and of right accustomed, And the said J. R. and his Heirs and Assigns, the said mentioned and granted Premises with the Appurtenances, unto the said E. M. his Heirs and Assigns, against him the said J. R. his Heirs and Assigns, shall and will Warrant and ever defend by these presents.

Macendum.

Tenendum.

Warranty.

The same Warranty from A. R. T. R. and T. S. severally.

A Covenant
that they are
seized.

And the said J.R. A R. and T.R. do for themselves severally and respectively and not jointly, nor the one for the other of them, nor

he for the act, neglect or default of the o-
er of them, and for their several and respec-
ive Heirs, Executors and Administrators, and
ery of them Covenant, Promise, Grant and
gree, to and with the said E. M. his Heirs Ex-
utors, Administrators and Assigns, and every
them by these presents in manner and form
llowing; (that is to say,) That they the said
R. A. R. T. R. and T. S. now at the time of
ling and delivery of these presents, are and
nd, or some or one of them is and standeth
wfully seized of, and in the said mentioned
rgained Premisses and every part thereof, with
e Appurtenances, of and in a good, sure, ab-
ute and indefeasible Estate of Inheritance, in
e simple, without any Condition, Limitation,
ortgage or Use to alter, change, cease, de-
min or make void the same, and so shall
reof be, and stand seized until the Estate shall
well and sufficiently executed, upon and by
rue hereof, and according to these presents;
nd that they the said J. R. A. R. T. R. and T. S.
w are or some or one of them is the true,
wful and rightful owners or owner of the said
entioned bargained Premisses and every part
ereof, And so have or some or one of them hath
od right, full power and lawful and absolute
thority to grant and convey the same, and e-
ry part thereof unto the said E. M. his Heirs
d Assigns for ever according to the true in-
t and meaning of these presents. And also A Covenant
at he the said E. M. and his Heirs and Assigns ^{for quiet enjoy-}
all or may peaceably, quietly, have; hold and ^{ment:}
joy the said mentioned, granted Premisses
th the Appurtenances; and every part thereof,
t only without the lawful let, suit, hinder-
ce, interruption, eviction, molestation or di-
rbance of the said J. R. A. R. T. R. and T. S.

Covenant to be
free from In-
cumberances.

A Covenant
for further as-
surance.

or any of them, their or any of their Heirs or Assigns, or any of them, or any other person or persons whatsoever, having, claiming or deriving, or that shall or may lawfully have, claim or derive any lawful Estate, Right, Title or Interest into or out of the said mentioned granted Premises, with the Appurtenances of any part thereof, from, by or under them the said J. R. A. R. T. R. and T. S. or any of them, their or any of their Heirs or Assigns, or any of them, or from, by or under their or any of their act or acts, means, consent, neglect, default or incumbrance, preconveyance, privity or procurement; but also freed and discharged, or otherwise upon reasonable request, in that behalf to be made well and sufficiently saved and kept harmless, — and indemnified by the said J. R. A. R. and T. R. their Heirs, Executors and Administrators, or some of them, of and from all former and other Bargains, Sales, Gifts, Grants, Feoffments, Joyntures, Dowers, Leases, Wills, Intails, Statutes Merchant and of the Staple, Judgments, Recognizances, Mortgage Executions, Rents Charge, Rents Seck, Arrears of Rents and Services, Covenant, Rents and all other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, done, suffered or procured, or to be had, made and suffered or procured by the said J. R. A. R. T. R. and T. S. or any of them, their or any of their Heirs or Assigns, or any of them, or by any other person or persons whatsoever, by through or with their or any of their act or acts, means, consent, neglect, default, privity or procurement. And further, that they the said J. R. A. R. Eliz. his Wife, A. R. T. R. and Elioner his Wife and T. S. and Jane his Wife, and every of them and the several Heirs and Assigns of the said

A. T. R. and T. S. and every of them, and
 and every other person and persons whatso-
 ever, lawfully having, claiming or deriving, or
 that shall or may hereafter lawfully have claim
 demand any lawful Estate, Right, Title or
 interest, in, to or out of the said mentioned Pre-
 mises or any part thereof, with the Appurte-
 nances, from, by or under them the said J. R. T. R.
 and T. S. or any of them, their or any of their
 Heirs or Assigns, or any of them, shall and will
 all times during the space of ten years next
 ensuing the date hereof, upon the lawful and
 reasonable request, and at the cost and charges
 of the Law of the said E. M. his Heirs and As-
 signs, make, do, acknowledge, levy, suffer, perfect
 and execute, or cause to be made, done, acknow-
 ledged, suffered, perfected and executed unto the
 said E. M. his Heirs and Assigns, all and every
 such other, and further lawful and reasonable
 Acts and Acts, Devise and Devises, Conveyances
 and Assurances in the Law whatsoever, for the
 further and better granting, conveying and as-
 suring of the said mentioned granted Premises,
 with the Appurtenances unto the said E. M. his
 Heirs and Assigns, Be it by Fine, Feoffment, Re-
 covery, Deed or Deeds Inrolled or not Inrolled,
 or Inrolment of these presents, Release or Con-
 firmation, Surrender, Attornment, or by any
 other lawful ways or means whatsoever, As by
 the said E. M. his Heirs or Assigns, or his or their
 Counsel learned in the Law, shall be reason-
 ably devised, advised and required, so as such
 further assurance or assurances shall not extend
 to any further defence, warranty or covenants
 than as aforesaid, and so as no person or persons
 shall be required to make such further assu-
 rance or assurances, be hereby compelled or com-
 pellable to travail above the space of ten miles,

A Covenant
from T. S. for
quiet enjoy-
ment.

from their or any of their Habitation or Abode
for or about the same, And the said T. S. for
himself, his Heirs, Executors and Administrators
and every of them doth covenant, promise
grant and agree, to and with the said E. M. his
Heirs, Executors, Administrators and Assigns
and every of them by these presents, that the said
E. M. his Heirs and Assigns, shall or may at all
times hereafter, peaceably and quietly have, hold
use, occupy, possess and enjoy the said mentioned
bargained, premises and every part thereof with
the Appurtenances, without the lawful let, suit
trouble, interruption, eviction, molestation or
disturbance of the said T. S. his Heirs or Assigns
or any of them, or of any other person or per-
sons whatsoever, having or lawfully claiming
have, or which at any time or times hereafter
shall or may have or lawfully claim to have an
lawful Estate, Right, Title or Interest, in or
of the said mentioned bargained Premises or
any part thereof with the Appurtenances, be-
from or under the said T. S. his Heirs or Assigns
or any of them, or from, by or under his or the
act or acts, means, consent, neglect, default, in-
cumbrance, privity or procurement. And lastly
It is covenanted, granted and declared, by and
between the said parties to these presents, that
all Fines, Feoffments, Recoveries, Conveyances
and other Assurances whatsoever had or made
or to be had or made of the said mentioned
granted Premises, either by themselves alone
or together with any other Lands or Tenements
between the said parties to these presents, ei-
ther by themselves alone or together, with any
other person or persons whatsoever, shall be a-
inure to the use and behoof of the said E. M. and
of his Heirs and Assigns for ever, and to no other
use, behoof, intent or purpose whatsoever.

Sale of Lands by Lease and Release,
wherein is a Covenant to Levy a Fine.

*be Bargain and Sale, or a Lease for a Year, to put
in Possession according to the Statute, &c.*

His Indenture made, &c. Between A. B. of the
one part, and C. D. of the other part,
witnesseth, That the said A. B. for and in Con- Consider
sideration of the Sum of $\text{\pounds}$ 1. of lawful Money
of England, to him in hand paid by the said
C. D. the Receipt whereof he doth hereby ac-
knowledge, Hath bargained and sold, and by Grant.
these presents doth bargain and sell unto the
said C. D. All that, &c. and the Reversion and
Reversions, Remainder and Remainders, to-
gether with the Rents and Profits of the Pre-
misses, and of every part and parcel thereof;
to have and to hold the said, &c. and all and Habendum.
regular the Premises herein mentioned, and
intended to be hereby bargained and sold, with
their and every of their Appurtenances, unto
the said C. D. his Executors, Administrators and
Assigns; from the Day before the Date hereof,
or and during the Term of one whole Year
from thence next ensuing, and fully to be com-
pleat; and Yielding and paying therefore the Reddendum.
yearly Rent of one Pepper-corn at the Feast of
Michael the Archangel only, if the same be
lawfully demanded, to the intent, that by virtue
of these presents, and of the Statute for Trans-
ferring of Uses into possession, the said C. D.
may be in the actual possession of the premises,
and be enabled to accept a Grant of the Rever-
sion and Inheritance thereof to him and his
Heirs. In witness, &c.

The Release.

Consideration.

Grant.

THis Indenture made, &c. Between A. B. and E. his Wife of the one part, and C. D. of the other part, witnesseth, That the said A. B. and E. his Wife, for and in Consideration of the Sum of, &c. of lawful Money of England, the said A. B. and E. his Wife, or either of them in hand paid by the said C. D. at or before the enfealing and delivery of these presents, the Receipt whereof they the said A. B. and E. his Wife do hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C. D. his Executors and Administrators, and every of them, by these presents, Have given, granted, aliened, released and confirmed, and by these presents do give, grant, alien, release and confirm unto the said C. D. and to his Heirs and Assigns, all, &c. together with all and singular the Houses, Out-houses, Edifices, Building, Barns, Stables, Orchards, Gardens, Commons, Common of Pasture, Waters, Water-courses, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said, &c. belonging or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed, taken and known as part, parcel or member thereof; (All which said Premises now are in the actual possession of him the said C. D. by virtue of one Indenture of Bargain and Sale to him thereof made for the term of one year, bearing date the day before the date of these presents, and made between the said A. B. and E. his Wife of the one part, and the said C. D. of the other part, and by virtue of the Statute for Transferring of Uses into possession;) All the Estate, Right, Title, Interest, Use, Trust, Pro

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Property, Reversion, Claim and Demand whatever of them the said A. B. and E. his Wife, in and to the said premises, and every or any part or parcel thereof, and the Reversion and reversions, Remainder and Remainders yearly, and other Rents and Profits of the Premises, and every part and parcel thereof, together with and singular Deeds, Evidences, Writings, Records, Exemplification of Record, Escripts and Instruments whatsoever, touching or concerning the said Premises only, or only any part or parcel thereof; To have and to hold the said, *Habendum.* all and singular other the Premises herein before-mentioned, meant or intended to be thereby granted, aliened, released or confirmed, and every part and parcel thereof, with their and every of their Appurtenances, unto the said D. his Heirs and Assigns, to the only proper use and behoof of him the said C. D. and of his Heirs and Assigns for ever, To be holden of the *Tenendum.* his Lord or Lords of the Fee or Fees of the Premises, by Rents and Services for the same, and of right accustomed. And the said A. B. and C. his Wife, their Heirs and Assigns, *Warranty.* the said mentioned granted Premises, with the appurtenances, unto the said C. D. his Heirs and Assigns, against them the said A. B. and C. his Wife, their Heirs and Assigns, shall and will Warranty and for ever defend by these presents. And the said A. B. doth Covenant, Grant and agree, to and with the said C. D. his Heirs and Assigns, and every of them by these Presents, *Covenant to Levy a Fine.* that the said A. B. and E. his Wife, shall and will before the end of *Michaelmas* Term next ensuing the date hereof, in due form of Law, levy and acknowledge one or more Fine or fines, *Sur consauce de droit come ceo, &c.* with Warranty against the said A. B. and his Heirs, before

Bargains and Sales.

before his Majesties Justices of the Court Common Pleas at *Westminster*, whereupon Proclamations shall and may be had and made according to the usual course of such Fines, with Proclamation for assurance of Lands in such cases used, and the form of the Statute in the behalf made and provided, unto the said C. D. his Heirs and Assigns, of all the said, &c. and singular other the premisses herein before mentioned, meant or intended to be hereunto granted, aliened, released and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, by such apt and convenient name and names, quantities, qualities, contents and numbers of Acres and things therein to be comprized, as the said C. D. his Heirs and Assigns, his or their Counsel learned in the Laws, shall advise or think fit, which Fine or Fines, so as aforesaid, or in any other manner to be levied, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Assurances in the Law whatsoever heretofore had, made and executed by and between the said parties to these presents, the Heirs and Assigns, or any of them, of the said &c. and other the said premisses, or any part or parcel thereof, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure to the only proper use and behoof of him the said C. D. and of his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever. And the said A. B. for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, grant and agree to do with the said C. D. his Heirs and Assigns, and every of them by these presents, in manner and form following; (That is to say,) That he the said A. B. for and notwithstanding any act, ma-

The Grantor
is seized in Fee.

or thing whatsoever, had, made, done, or willingly or willingly committed or suffered by him said A. B. to the contrary, now is, and stand, lawfully, rightfully and absolutely seised of said, &c. and of all and singular other the premises herein before-mentioned, meant or intended to be hereby granted, aliened, released and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, of a good, sure, perfect and indefeazible Estate of Inheritance in Fee-simple. And that shall and may be lawful to and for him the said D. his Heirs, Tenants and Assigns, from time to time, and at all times hereafter (according to the report, true intent and meaning of these premises,) peaceably and quietly to enter into and have, hold, occupy, possess and enjoy to and their proper use and behoof, the afore-mentioned, &c. and all and singular other the premises herein before-mentioned, meant or intended to be hereby granted, aliened, released and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, without any lawful or equitable let, suit, trouble, denial, disturbance, expulsion, eviction, interruption, claim and demand of him the said A. B. his Heirs and Assigns, or any other person or persons whatsoever, claiming or to claim any Estate, Right, Title or Interest, of, in or out of the said premises, or any part thereof, by, from or under the said A. B. and that free and clear, freely and clearly exonerated, acquitted and discharged, otherwise upon Request therefore to be made, well and sufficiently saved harmless and indemnified by him the said A. B. of and from all manner of former and other Gifts, Grants, Bargains, Sales, Feoffments, Leases, Estates, Mortgages, Incumbrances, Dowers, Wills, Entails, Fees, Fines, For,

Covenant for
quiet Enjoy-
ment, freed
from Incum-
brances, &c.

Bargains and Sales.

Covenant for
further Assu-
rance.

Forfeitures, Issues, Seizures, Amerciaments, Rutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rents and arrears of Rents, and of and from all and manner of former and other A&ts, Uses, Leases, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, caused, omitted, done, suffered, or to be had, made, caused, committed, omitted, done or suffered by the said A. B. Heirs or Assigns, or any of them, or by any other person or persons whatsoever, claiming to claim any lawful or equitable Estate, Right, Title or Interest, of, into or out of the Premises, or any part thereof, by, from or under the said A. B. And further, That he the said A. B. his Heirs and Assigns, and all and every person and persons whatsoever, having or lawfully claiming, or which shall or may at any time hereafter, have or claim any lawful or equitable, Estate, Right, Title or Interest, of, into or out of the said, &c. and all and singular of the premises herein before-mentioned, now or intended to be hereby granted, aliened, leased and confirmed, with their and every their Appurtenances, or any part or parts thereof, from, by or under, or in Trust for the said A. B. his Heirs or Assigns, shall and will any time, within the space of Seven years next ensuing the date hereof, upon request and at cost and charges in the Law, of the said C. his Heirs or Assigns, do, make, levy and acknowledge, execute and suffer, or cause or procure to be done, made, levied and acknowledged, executed and suffered, all and every such further lawful and reasonable assurance and act in Law for the further, better and more absolute assurance and conveying of the same, &c. and all singular other the premises herein before-men-

tion

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ed, meant or intened to be hereby granted,
ned, released and confirmed, and every part
eof, with their appurtenances, unto the said
D. his Heirs and Assigns, to the use of him
said C. D. his Heirs and Assigns, according to
true intent and meaning of these presents,
by Fine or Fines, Recovery or Recoveries,
otherwise, as by him the said C. D. his Heirs
Assigns, his or their Counsel learned in the
y, shall be reasonably devised, advised or re-
ed, so as nothing in such act or assurance,
and to or comprize any further Warranty or
tenants than in these presents are contained,
so as no person so doing or suffering thereof,
compelled to Travel above 10 Miles from
or their usual Abode or Habitation. And
y, It is hereby declared by and between
said parties to these presents, That all and
ular such subsequent Conveyances and Af-
ances of the said, &c. and premisses, or any
t or parcel thereof, shall be and enure, and
by these presents declared to be and enure
the only proper use and behoof of him the
C.D. and of his Heirs and Assigns for ever.
witness. &c.

*Bargain and Sale of a parcel of Timber, and the
next Fall or Cutting of eight Acres of Coppice-
Wood.*

His Indenture made, &c. Between W. L. of,
&c. on the one part, and J. S. of, &c. and
K. of, &c. on the other part witnesseth, That the
W. L. as well for and in Consideration of a
competent Sum of Money mentioned in certain
articles of Agreement in Writing Indented,
made between the said W. L. of the one part,
and

and the said J. S. and R. K. on the other
 dated the day of, &c. in the Year aforesaid
 for the Coppice Wood, Timber and Implements
 hereafter in these presents mentioned, and
 certain Mills and Grounds at B. in the aforesaid
 said County of W. to him the said W. L. in
 before the enfealing and delivery of these
 presents paid, and the rest to be secured to be
 according to the said Articles of Agreement
 part of performance of the said Articles
 his part to be performed, Hath granted, be-
 gained and sold, and by these presents do
 grant, bargain and sell unto the said J. S. and
 R. K. their Executors, Administrators and Assigns
 all that Timber lying at or near, &c. and which
 was bought before *Michaelmas* last past of
 &c. for the present necessary repairing of
 aforesaid Mills, which are called B. Mills, to-
 ther with all those Implements and Instruments
 which now are in or about and belonging
 the said Mills, and which are or were the
 per Goods of him the said W. L. at the time
 the date of the said Articles of Agreement
 To have and to hold the said Timber and
 utensils unto the said J. S. and R. K. their Ex-
 cutors, Administrators or Assigns, to their
 every of their own proper use and uses for ever.
 And further, The said W. L. for the Considera-
 tion aforesaid, and in performance of further
 part of the said Articles of Agreement on
 behalf to be performed, Hath further granted
 bargained and sold, and by these presents do
 further grant, bargain and sell unto the said
 and R. K. their Executors, Administrators
 Assigns, all that the next Fall and Cutting of
 Acres of Coppice Wood and Crops now standing
 and being in a certain Coppice Wood called
 Wood in M. in the aforesaid County of

First Habendum.

Bargains and Sales.

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the said J. S. and R. K. their Executors, Administrators or Assigns, not heading or cutting Tops of any Tree or Trees there not formerly headed, or whose Tops have not been formerly cut off, and also Falling and Cutting, Cropping the same Coppice-Woods and Tops of Trees in due and seasonable times, ridding and carrying the same away before 24 of *January* next ensuing, without picking chusing of any part or parcel dispersedly, but leaving it as it stands together, and from side to side, and going on forwards in length and breadth together for the whole eighth Acres, the Soil of the same Coppice-Wood, and all Timber Trees therein standing, growing or bearing, and usual accustomed Standils there to be, as are or have been, or ought in such like case of Falling of Wood left standing, excepted and always reserved unto the said W. L. his Heirs or Assigns.) To have and to hold, take, receive, perceive and enjoy the said Coppice of Wood and Tops of Trees so to be fallen, cut and cropt as aforesaid, unto the said J. S. and R. K. their Executors, Administrators and Assigns, and to their every of their uses for ever. And the said W. L. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said J. S. and R. K. and either of them, their and either of their Executors, Administrators and Assigns, that they the said J. S. and R. K. their Executors, Administrators or Assigns, shall and may quietly and peaceably have, hold, take, receive, perceive and enjoy all and singular the said Coppice-wood and Crops of Trees, herein or hereby meant, mentioned or intended to be granted, bargained and sold, and every part thereof, with liberty

Second Habendum.

Covenant;
That the Grantee shall have quiet possession, &c.

to

Bargains and Sales.

to cut, fall, fetch and carry away the same
 their and every of their own proper use and
 for ever, without any let, trouble, molestation
 disturbance or denial of him the said W. L.
 Heirs or Assigns, or any person or persons law-
 fully claiming from, by or under him or them
 or any or either of them. And the said J. S. and
 R. K. for themselves and either of them, the
 and either of their Executors Administrators and
 Assigns, and for every of them, Covenant, Pro-
 mise and grant to and with the said W. L. his
 Heirs, Executors and Assigns, and to and with
 every of them, That they the said J. S. and R.
 their Executors, Administrators or Assigns, shall
 and will Cut and Fall the aforesaid 8 Acres
 Coppice-Wood and Crops of Trees, so bargained
 and sold as aforesaid, and rid and carry
 away the same before the aforesaid 24th day
 January now next ensuing, and shall take
 cut the same in the order herein before pre-
 scribed for Cutting and Falling thereof together
 and not in parts dispersedly, leaving Stems
 there, according to Law and use in that behalf
 And shall not Top or Head, or cut off the Head
 of any Tree or Trees there not formerly Headed.
 In witness, &c.

That Grantees
 shall cut them
 down, and car-
 ry them away
 by such a day.

Chance

Chancery Proceedings.

the Right Honourable Heneage Lord Finch,
Baron of Daventry, Lord High Chancellor of
England.

Umblly Complaining sheweth unto your Lordship your daily Orator T.H. of M. the County of C. Merchant, That one J. A. in the said County of C. Mariner, on or about the Month of *December*, in the Year of Lord One thousand six hundred seventy and *eight*, came into the *Mount Peer* in *Cornwall*, with a Ship or Vessel called the *Mary* of *Bantry* in *Ireland*, which was laden with Salt, and was as pretended Master of the said Ship, and had power as he alledged to your Orator from one *Thomas Raddy*, who was the Owner of the said Ship and Goods, to sell the said Salt and Lading, in order thereunto did offer to sell unto your Orator the Salt on Board the said Ship; whereunto your Orator giving credit and relying on the affirmations of the said J. A. did on or about the said Month of *December*, in the said Year of Lord One thousand six hundred seventy and *eight*, agree with him for to buy of him two hundred and forty Bushels of the said Salt, which was aboard the said Ship, at the price of forty pounds six shillings and six pence, whereunto was agreed between your Orator and the said J. A. to be paid in hand, and which your Orator paid to him accordingly, and your Orator then agreed to give and accordingly did give, and enter into one Bond of the penalty of

A Master of a Ship sells several Bushels of Salt to the Complainant, for which he received part of the Money in Hand and Bond in his own name for the residue. The Owner of the Ship and Goods threatens to Sue the Complainant at Law for the same, against which the Complainant brings his Bill to be relieved, and the Master answers a power from the Owner, &c.

M

forty

forty pounds or thereabouts, to the said J. A. payment to him of the Sum of twenty pounds being the residue of the price of the said Salt, the four and twentieth day of *June*, in the Year of our Lord One thousand six hundred seven and six, and your Orator thereupon had and received the said Salt, and ought not to have been questioned or molested touching the same, as your Orator further sheweth, that the said J. A. after the entring into of the said Bond, before the said twenty pounds was thereby payable, to wit on or about the nineteenth day of *February*, in the Year of our Lord One thousand six hundred seventy and five, desired your Orator to pay to one *William Deble* for his use the Sum of forty shillings, which he agreed that your Orator should be allowed, and deducted a part of the twenty pounds on the said Bond, and which said forty shillings your Orator in pursuance thereof paid to the said W. D. accordingly, and your Orator ought to have the same allowed in part of the said Bond. But so that May it please your Lordship, that the said J. A. and the said T. R. have combined and conspired together to charge your Orator down with the payment of the residue of the said twenty pounds secured by the said Bond, in pursuance thereof the said T. R. before the four and twentieth day of *June*, One thousand six hundred seventy and six, at which time the said Bond was payable, taking notice that your Orator had bought the said Salt, acquainting your Orator that the said J. A. had no power to sell the said Salt, and threatned, that unless your Orator would pay the residue of the said twenty pounds, deducting the said forty shillings to him, that he would free your Orator for all the charges with which your Orator acquainted the

and offered to pay him the said eighteen pounds, the residue of the said twenty pounds, as he would deliver to your Orator the said Bond to be cancelled, and discharge and save harmless your Orator against the said demand of said T. R. as in justice he ought; which nevertheless by the Combination aforesaid he refused to do, but hath put the said Bond in Suit at the Common Law, and intends to recover the penalty, and your Orator is also in danger to be threatened to be sued for the said Money by said T. R. all which doings of the said Confederates, are contrary to Equity and good Conscience: In tender consideration whereof, and as much as your Orator is remediless in the Premises at the Common Law, nor can be proceeded against the several pretensions of the said Confederates but in this Honourable Court; the rather for that your Orator's witnesses, could not prove the truth of all and singular the Premises are dead, or beyond the Seas or in places remote to your Orator unknown. To tend therefore that the said Confederates may know the Premises to be true, may make recovery thereof, And in particular may set forth whose the said Salt was, and that the said J. A. may particularly set forth, whether he did give the said J. R. power and authority to do the same: And that your Orator upon payment of the eighteen pounds, residue of the said twenty pounds secured by the said Bond, to the person to whom the same doth of right belong in full for the said Salt, may have the said Bond delivered up to be cancelled and he discharged against the said J. A. and T. R. for and concerning the same, and the Salt bought by your Orator as aforesaid, and to the end your Orator may be relieved in the Premises: May it please

Chantry Proceedings.

your Lordship, to grant unto your Orator
Majesties most gracious Writ of *Subpœna*, di-
cted unto the said J. A. and T. R. thereby com-
manding them and either of them on a certain
day, and under a certain time therein to be
limited, to be and personally to appear before
your Lordship in this Honourable Court, and
there upon their Corporal Oaths to answer
to all and singular the Premisses, and further
stand to and abide such Order and Decree there-
as to your Lordship shall seem meet.

And your Orator shall ever pray,

*The Answer of J. A. one of the Defendants to
Bill of Complaint of T. H. Complainant.*

THe Defendant now and at all times
after saving to himself, all and all manner
of exceptions and advantages to the manner
incertainties, imperfections, insufficiencies
defects of the Complainant's Bill of Complaint
for a full and perfect answer thereunto, and
so much thereof, as doth any way concern
the said Defendant to answer unto; he saith
That he confesseth it to be true, that on or about
the Month of *December*, which was in the
of our Lord One thousand six hundred seven
and five, He came into the *Mount Peer*, in the
County of C. with the Ship or Vessel, called
Mary of Bantry in Ireland, in the Bill of Com-
plaint mentioned loaden with French Salt
the said Defendant T. H. further saith, That
was then really Master of the said Ship,
that the said Defendant J. A. was put in Master
of the said Ship by one T. R. in the Complainant's
Bill of Complaint named at *Bantry in Ireland*

Sailed her to *France* to a place called *Crofi-*
and he the said T. R. was as the Defendant
believeith Owner of the said Ship or Vessel, And
the Defendant further saith, That the said Ship
was loaden at *Crofique* aforesaid, with Salt for
the accompt of the said T. R. and to be trans-
ported in her to *Bantry* aforesaid, or any other
Port or place in *England* or *Ireland*, where the
Defendant thought fit: And this Defendant
further saith, That the said T. R. ordered the
said Defendant at *Bantry* aforesaid, to sell and
dispose of the Salt loaden on board the said
Ship or Vessel, at any Port or Place in *England*
or *Ireland*, where the said Defendant thought
fit. And this Defendant further saith, That the
said T. R. ordered the said Defendant at *Bantry*
aforesaid, to sell and dispose of the Salt, to be
loaden on board the said Ship or Vessel, at any
Port or Place the said Defendant thought good,
to the best advantage of the said T. R. And
the Defendant further saith, That he the said
T. R. left the Salt to be loaden on board the said
Ship or Vessel, wholly to the disposal of the said
Defendant T. H. And this Defendant further
saith, That on or about the Month of *December*,
which was in the Year of our Lord One thou-
sand six hundred seventy and five, he did offer
the said Salt to sale to the said Complainant,
and did to the best of this Defendant's remem-
brance, contract or agree with the said Com-
plainant for two hundred and forty Bushels of
the said Salt, which was on board the said Ship,
at the price of forty eight pounds six shillings
and six pence, which said two hundred and
forty Bushels of Salt, were by the said Defen-
dant delivered to the said Complainant, or his
agent accordingly: And the said Defendant fur-
ther saith, That he believeth it to be true, that

it was agreed between the Complainant and the said Defendant on or about the Month of *December*, which was in the Year of our Lord One thousand six hundred seventy and five, that the said Complainant should satisfie and pay unto the said Defendant twenty eight pounds six shillings and six pence in hand, in part of the said forty eight pounds six shillings and six pence for the said Salt, and which said Sum of twenty eight pounds six shillings and six pence the said Defendant acknowledgeth he accordingly received and was satisfied of, forty shillings whereof was paid by this Defendant's order of one *William D.* in the said Complainant's name named: And the said Defendant acknowledgeth that it was further agreed upon, by and between the said Complainant and this Defendant, that the said Complainant should give a Bond or Penal Bill to the said Defendant in forty pounds, for the payment of twenty pounds, for the residue of the Money due for the said Salt, and that according to the said Agreement, the Complainant did afterwards on or about the seventeenth day of *January*, in the Year of our Lord One thousand six hundred seventy and five, seal and deliver a Bond or Penal Bill unto the said Defendant, wherein the said Complainant bound himself in the penalty or Sum of forty pounds unto the said Defendant, for the true payment of twenty pounds at or before the twenty fourth day of *June* following, as in and by the said Bond or Penal Bill more at large appeared. And the said Defendant further saith, That he believeth that on or about the nineteenth day of *February*, One thousand six hundred seventy and five, he did desire the said Complainant to pay unto the said W. D. for his use the said Sum of forty shillings, which said Sum of forty shillings

the said Defendant left in the said Complainants
 hands, and was due unto him besides the said
 twenty pounds principal debt due and owing in
 by the said Bond or Penal Bill as aforesaid :
 and the said Defendant denieth, that it was a-
 greed upon by and between him and the said
 complainant, that the said forty shillings paid
 the said W. D. or any part thereof, should be
 allowed or deducted out of the said Bond or Bill
 payment of the said twenty pounds : And
 the said Defendant utterly denieth, that ever
 there was any Confederacy or Combination be-
 tween him and the said T. R. to charge the said
 complainant doubly, with the payment of the
 said twenty pounds, secured by the said Bond or
 Penal Bill as aforesaid; neither doth this De-
 fendant believe, that ever the said T. R. before
 the said twenty fourth day of *June*, One thou-
 sand six hundred seventy and six, did acquaint the
 said Complainant, that the said Defendant J. A.
 had no power to sell and dispose of the said Salt,
 or that the said T. R. did order and desire the
 said Defendant to sell and dispose thereof, and
 likewise to receive the Money for the same, and
 not only pay himself and the other Mariners or
 Seamen, which Sailed in the said Ship or Vessel,
 the Wages due unto him and them, but also to
 satisfy himself of all other Charges and Disburse-
 ments which the said Defendant had or should
 have at for Provision, Port Charges, Reparations
 and other Disbursements in or upon the said
 Ship or Vessel, during the time of his the said
 Defendants Sailing in, or being Master of the
 said Ship or Vessel, which the said T. R. pro-
 mised should be allowed to the said Defendant
 out of the Money which should be raised by the
 said Salt; and the said Defendant saith, That
 he accompt of the Wages and other Disburse-

ments by him laid out and disbursed for the
T. R. amounts to more than the Twenty eight
pounds eight shillings and six pence, received
from the said Complainant, and the said Twenty
pounds secured by the said Bond or Penal
for that the Ship was long on the said Voyage
and the said Defendant and Seamen long wa
ing and attending on the said Ship before
after the said Salt was sold, and carried
afterwards to *Fowey-Harbour* in the County
Cornwal by Order of the said T. R. where
was sold by the said W. D. at a publick Sale
by the said T. R.'s Order, for about Forty
pounds: And this Defendant further saith, Th
he hath given in and delivered unto the
T. R. an accompt of the said Voyage, and of
whole Money for which the said Salt was
and hath made good, allowed and satisfied
on the said accompt, all the Money for the
Salt, as well the Twenty eight pounds six
lings and six pence received of the said Co
plainant, as the said Twenty pounds for wh
the Defendant had taken Bond in his o
Name, and he the said T. R. is still in this
defendant's Debt, over and beyond the Mo
made of the said Salt: And this Defend
further saith, That when he delivered the
compt to the said T. R. of the said Voyage,
said T. R. declared, That he was very well
tified with the Accompt, and did then w
that he had ordered the said Defendant to
pose of the Vessel, as well as of the Salt;
this Defendant denieth, that he ever confe
rated or combined with the said T. R. to cha
the Complainant doubly with the payment
the said Twenty pounds secured by the
Bond; but verily believeth, that the said Co
plainant did only suggest and alledge the same

the said Defendant, to delay
 the Defendants proceedings at Law, and keep
 the Defendant out of his just Debt, and so to
 carry him out in Law, this Defendant being a
 man and not able to look after the defence
 of Law-Suits: And this Defendant further saith,
 that he knoweth not of any Notice given by
 the said T. R. to the said Complainant, to detain
 the said Money due on the said Bond or Penal
 Bill, or any part thereof, nor ought this Defen-
 dant to be kept out of his Money on any such
 pretence, for that this Defendant had full power
 to sell the said Salt, and dispose of the Money
 thereof made; and this Defendant took the said
 Bond or Penal Bill in his own Name, because
 the Defendant was to have the Money thereof,
 to pay and reimburse him what was due to him
 for his own Wages, and Wages paid the Sea-
 man, and other Charges in attending on her, and
 for provisions and Repairs; and the said Complai-
 nant cannot in Law be questioned by the said
 T. R. for the Money of the said Salt, for that
 the Defendant had good right to sell the same,
 and to receive and dispose of the Money thereof
 made, and only to accompt and answer the value
 thereof to the said T. R. which this Defendant
 hath accordingly done, and this Defendant de-
 clareth that he knoweth, that the said T. R. hath
 told the said Complainant, That he the said De-
 fendant had no power to sell the said Salt, or that
 the said T. R. threatened to Sue for the same;
 and this Defendant denieth, that the said Com-
 plainant ever offered or tendered to the said De-
 fendant Eighteen pounds of the said Twenty
 pounds, or any part thereof: But the said De-
 fendant saith, That since the said 24th day of Fe-
 bruary, 1676. he several times sent to the Complai-
 nant for the said twenty pounds due on the said
 Bond

Chancery Proceedings.

Bond or Penal Bill, and after demanded the same, and requested the said Complainant to pay the same, and on payment of the said twenty pounds the said Defendant offered to deliver up unto the said Complainant the said Bond or Penal Bill : But the said Complainant refused to pay the said Money, or any part thereof ; and this Defendant doth acknowledge, That for Recovery of the said Debt on the said Bond the Defendant did order the Complainant to be sued at Common Law on the said Bond ; and (as this Defendant's Attorney or Solicitor informed him) the Complainant was Arrested for the same, but how far since proceeded this Defendant knoweth not : And this Defendant further saith, That he doth not remember that the said Complainant ever requested, intreated or desired the said Defendant to save him harm from the pretended Demand of the said T. or ever mentioned the same unto him ; and the Defendant saith, in order to the Recovery of the said Money, he hath delivered the said Bond unto his Attorney or Solicitor for Prosecution of the said Suit ; But if the said Complainant will pay the said Defendant his just Debt, Interest and Cost, the said Bond shall be delivered up to the said Complainant to be cancelled. And this Defendant denieth all and all manner of Combination or Confederacy with any other person or persons, as in the said Bill of Complaint is untruly suggested and alledged ; Without that, that any other matter or thing in the said Complainant's Bill of Complaint contains material or effectual in the Law, to be by the Defendant answered unto, and not herein warranted and sufficiently answer'd unto, confessed or averred, traversed or denied, is to the best of this Defendant's knowledge true : All which this Defendant

stant is ready to averr, maintain and prove, his most Honourable Court shall Award, out which he humbly prayeth to be dismissed with reasonable Costs and Charges by him about Suit in this behalf most wrongfully sustained expended.

*Dec responsio cape fuit in domo J. f. Vi-
narii infra Burgum P. in Com C. primo
die Maij, Anno regni Domi nri Caroli
secundi nunc Regis Anglie, &c. tricesimo,
sup sacro p'dicti defendentis J. A. sup
sacro-sancti Dei Evangelio Corporalie
tace coram nobis.*

*Letter of Attorney in pursuance of a Bill in
Chancery.*

His Indenture, &c. Between W. D. &c.
L. G. &c. W. A. &c. and T. T. &c. of the
part, and D. B. Widow, &c. of the other
part. Whereas S. B. late of London, Cooper, de-
ceased, by his Indenture Tripartite, bearing date,
made between him the said S. B. and D. his
wife, of the first part, and the said W. A. and
J. of the second part, and the said L. G. and
D. of the third part, for the Consideration
mentioned, did grant, bargain, sell, assign and
over to the said W. A. and J. J. L. G. and
D. several Messuages, &c. then, or then late
the several tenures or occupations of, &c. or
one or one of them, or their or some or one of
their Assignee or Assignees, held by several
leases thereof respectively made; (That is to
say) one Indenture dated, &c. from W. G. and
his Wife to the said S. B. his Executors or Assigns,
for the Term of 14 Years and a Quarter of a
year, from Michaelmas then next, Yielding and
paying

Recital of In-
dentures.

paying for the first two years thereof 35 l. and
 for the other 12 years of the said Term 50 l.
 and for the last Quarter of a Year 12 l. 10 s.
 One other Indenture of Lease bearing date the
 &c. from J. P. to the said S. B. his Executors and
 Assigns, from the Birth of our Lord, &c: for and
 during and unto the full end and Term of 20
 years, at and under the yearly Rent of, &c.
 payable Quarterly, and all and singular yearly
 Rent and Rents whatsoever, reserved and pay-
 able, and to be reserved and payable upon any
 Demise or Demises, Lease or Leases then made
 or then after to be made by or from the said
 S. B. his Executors or Assigns; To Have and
 Hold the said Premises in and by the said re-
 cited Indenture granted, bargained or sold, &c.
 meant, mentioned or intended to be granted,
 bargained and sold to the said W. A. T. T. L. G.
 and W. D. their Executors, Administrators and
 Assigns, from the day of the date of the said re-
 cited Indenture, for and during all the residue
 and residue of the several Terms then to come
 and unexpired, freed and discharged of all
 from the several and respective yearly Ground
 Rents, reserved and payable out of and for the
 same, upon Trust and Confidence nevertheless
 in them reposed, that they the said W. A. T. T.
 L. G. and W. D. their Executors, Administrators
 and Assigns, should and would from time
 to time, and at all Times hereafter, during the
 natural Life of the said S. B. if the said several
 and respective Terms thereby granted, did and
 should so long continue and endure, quietly
 and peaceably permit and suffer the said S. B.
 and his Assigns, to have and take, receive, per-
 ceive and enjoy to his or their own proper
 and behoof, all and singular the Rents and Pro-
 fits of the said bargained Premises, and every

part and parcel thereof, with their and every of
 their Appurtenances, without any let, trouble,
 interruption, molestation, hindrance, contra-
 diction and denial of them or any of them;
 their or either of their Executors, Administrators
 or Assigns; and that from and after the death of
 the said S. B. in like manner should and would
 permit and suffer the said D. B. his Wife (if then
 living) and her Assigns, during her natural Life,
 the said several and respective Terms thereby
 granted, did and should so long continue and
 endure, quietly and peaceably to have, take, re-
 ceive, perceive and enjoy to her and their own
 proper use and behoof, all and singular the said
 Rents, Issues and Profits of the said bargained
 Premises, and every part and parcel thereof,
 with their and every of their Appurtenances, as
 by the said Indenture (relation being thereto
 made) the same doth and may, amongst divers
 other things, more fully and at large appear.
 And whereas the said S. B. is since dead, and
 the said D. B. did and doth survive him, and is
 still living. Now this Indenture witnesseth,
 That the said W. A. T. T. L. G. and W. D. in
 pursuance of and in obedience to a Decree made
 in His Majesties High Court of *Chancery*, on or
 about the, &c. last past, made between the said
 D. B. Plaintiff and the said W. A. T. T. L. G.
 and W. D. Defendants, have authorized and ap-
 pointed, and in their stead and place put, and
 by these Presents do appoint and authorize, and
 in their stead and place put the said D. B. and
 her Assignee or Assignees, their true and lawful
 Attorney, in their Names, but to her own use and
 behoof, to ask and sue for, demand, recover and
 receive, and quietly and peaceably to have, take,
 receive, perceive and enjoy to her own use, all
 and singular the Rents, Issues and Profits of the
 said

Letter of At-
 torney.

said before-recited to be bargained, sold and
 assigned Premisses, and every part and parcel
 thereof, with their and every of their Appurte-
 nances, as well those which have grown due
 any time since the death of the said S. B. as which
 shall at any time hereafter incur and grow due
 during the life of the said D. B. and to sell
 let and dispose of the said Premisses at her own
 will and pleasure, according to the true intent
 and meaning of the said recited Indenture of
 Trust, for and during the Term of her Natural
 life, in case the said recited Indentures of Lease
 or any of them shall so long continue, without
 any account to be made or given to the said
 W. A. T. T. L. G. and W. D. or any of them
 therefore, hereby ratifying and confirming, and
 holding firm and stable all and whatsoever the
 said Attorney or her Assigns shall lawfully do
 for the recovering and receiving the said Rents
 and disposal of the Premisses, and upon the re-
 ceipt of such Rents and Profits as aforesaid, to
 give Receipts and Discharges for the same, and
 the same to be good and valid against them, their
 Executors, Administrators and Assigns. And the
 said W. A. T. T. L. G. and W. D. do for themselves
 selves severally, and for their several Heirs, Ex-
 cutors and Administrators, and not jointly, nor
 the one for the other, nor for the Acts and
 Deeds of one another, covenant, promise and
 grant to and with the said D. B. her Executors
 Administrators and Assigns, That for and not-
 withstanding any act, matter or thing already
 done, committed or suffered, or to be done
 committed or suffered by them or any of them
 or by their or any of their Executors, Admin-
 istrators and Assigns, the said D. B. and her Assigns
 (she and they paying the Rents and performing
 the Covenants herein after-mentioned) shall and

Covenant for
 quiet Enjoy-
 ment.

may have, hold, receive, perceive, take and enjoy
and singular the before mentioned Premises
with their Appurtenances, and the Rents, Issues,
and Profits thereof, and every part and parcel
thereof to her and their own proper use and be-
nefit, according to the true intent and meaning
of the said recited Deed or Indenture of Trust
and Decree, and not otherwise, and that without
any let, trouble, interruption, molestation,
hindrance, contradiction or denial of them, or
of any or either of them, their or any or either of
their Executors, Administrators and Assigns, and
that they or any of them, their or any of their
Executors, Administrators and Assigns, shall not
nor will during the life of the said D. B. revoke
in any way impeach or make void this present
authority, or any the powers hereby given to
the said D. B. or her Assigns, or Receive, or
release, or otherwise Discharge any Rents,
Issues and Profits of the said Premises or any part
or parcel thereof, whereby to prevent, interrupt,
hinder or molest her or them in the receipt
thereof, according to the true intent and mean-
ing of the said recited Indenture or Deed of
Trust and Decree as aforesaid: And the said D.
B. doth for her self, her Executors and Admini-
strators, and every of them by these Presents,
Covenant, Promise and Grant to and with the
said W. A. T. T. L. G. and W. G. their Execu-
tors, Administrators and Assigns, that (they the
said W. A. T. T. L. G. and W. G. their Executors
and Administrators, performing the Covenants
and Agreements aforesaid, on their and every of
their parts to be performed,) she the said D. B.
her Executors, Administrators and Assigns, and
every of them shall and will from time to time,
and at all times hereafter during the several and
respective Leases and Terms, in the said Inden-
ture

Covenant not
to impeach or
release the au-
thority.

Grantee Co-
venants to pay
the Rents, and
perform the
Covenants in
the original
Leases.

ture or Deed of Trust mentioned or expressed in case the said D.B. shall so long live, well and truly pay or cause to be paid at the days and times appointed for the payment thereof, the several and respective yearly Rents reserved and payable upon and by the several Leases, where by the said Premises and every part thereof held, and therefore and therefrom, and of and from every part and parcel thereof, from time to time and at all times hereafter, during the several and respective Terms demised or let as aforesaid, (in case the said D.B. shall so long live) shall and will exempt, discharge, save, defend and keep harmless and indemnified the said W. A. T. T. L. G. and W. D. and every of them, their and every of their Executors Administrators and Assigns respectively, and their and every of their Goods and Chattels Lands, Tenements, and every part thereof, or by reason of the non-performance of any of the Covenants, Proviso's or Agreements whatsoever in the said several recited Indentures Lease respectively mentioned and reserved. witness, &c.

Spec

Special Conditions.

Condition to save harmless the Obligee, from a Bond entered into by him and the Obligor, for performance of Covenants.

The Condition, &c. That whereas the above named C. D. for and at the request of the above bound A. B. together with the said A. B. one Obligation bearing date, the day of the above written standeth bound unto E. F. C.S. &c. in the Sum of, &c. of, &c. Conditioned for performance of the Covenants, Grants, Articles, Payments and Agreements, contained mentioned in one pair of Indentures bearing date, with the said recited Obligation made mentioned to be made between the said A. on the one part, and the said E. F. on the other part, as in and by the said recited Obligation and Condition more at large appeareth. Therefore the said A. B. his Executors, Administrators and Assigns, and every of them shall and truly hold, pay, perform, fulfil and do all and every the Covenants, Grants, Articles, Payments and Agreements contained and mentioned in the same recited Indentures, and in Condition of the said recited Obligation, which on his and their parts are, or ought to be done, paid, kept and performed, and that in by all things according to the purport, true intent and meaning of the same Indentures, and the Condition of the said recited Obligation. And also shall from time to time and at all times hereafter, at his and their own proper costs and charges, clearly acquit and discharge,

N

or

Special Conditions.

or otherwise well and sufficiently save and keep harmless and indemnified the said C. D. his Heirs, Executors and Administrators, and his and their Lands, Tenement, Goods and Chattels, and every of them against the said E. F. his Executors, Administrators and Assigns, and all other persons whatsoever, of, for and from the said recited Obligations and Sums of Money therein mentioned, and of and from all lawful Actions, Suits, Troubles, Costs, Charges, Expenses, Damages and Demands whatsoever, touching or by reason of the same, then, &c.

A Condition for performance of a Bond of Adventure.

WHereas the above named A. B. at the request of the above bound C. D. has paid unto him the Sum of, &c. of, &c. and contented for the Conditions hereafter mentioned, to bear the Hazard and Adventure thereof in the good Ship called the, &c. whereof the said C. D. is Commander now bound out upon a Voyage for, &c. in the Service of the Honorable the Governors and Company of Merchants of London, Trading unto the East-Indies, and from thence back to this Port of London, to her said intended Voyage; Now the Condition of this Obligation is such, that if the said Ship shall forthwith proceed in her said Voyage as foresaid and not deviate therefrom. And also the said C. D. his Executors, Administrators, Assigns, or any of them shall in Consideration of the Premises well and truly pay, or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the Sum of, &c. of Money within 30 days next after the said Ship

Special Conditions.

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all first and next arrive in the River of *Thames* from her said intended Voyage, and that without fraud or further delay, Then, &c.

Another of the same.

Whereas the above named A. B. hath the day of the date above written, sold and delivered unto the above bound C. D. one Diamond Ring, &c. and is contented and agreed for the Considerations, and upon the Consideration hereafter mentioned, to bear the hazard and adventure of the value thereof, in and upon the good Ship called the, &c. now out at Sea upon a voyage from the *East-Indies* to the Port of *London*, during the said Voyage of which Ship J was Commander. Now the Condition of this obligation is such, that if the said A. B. his Executors, Administrators or Assigns, or any of them shall in Consideration of the Premises, sell and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the Sum of, &c. of, &c. within 20 days after the said Ships first arrival from the *East-Indies* and resaid into the River of *Thames*, from her said Intended Voyage, without fraud or further delay, Then, &c.

Condition of a Bond to save a Tenant harmless, for attorning and paying his Rent to the obligor.

Whereas the above named A. B. holdeth by Lease, a Messuage or Tenement with the appurtenances, situate and being, &c. for a certain Term and Rent mentioned in one pair of Indentures bearing date, &c. made between

N 2

A. B.

Special Conditions.

A. B. of, &c. of the one part, and C. D. of, &c. of the other part, as by the same Indentures may more at large appear. And whereas there is some difference and controversie between the above bound W. S. and one R. B. of, &c. Gentleman Nephew of the said R. B. concerning the Title of the Messuage or Tenement aforesaid, and thereupon both of them the said W. S. and R. B. have several claims to the Rent reserved upon the said Lease: And whereas at the request of the said W. S. the said A. B. hath attuned Tenant to the said W. S. and paid unto him the Arrears of Rent, due for the Messuages or Tenement and Premises aforesaid. Now the Condition of this Obligation is such, that if the said W. S. his Executors, Administrators or Assigns or some of them shall from time to time and at all times hereafter, at his and their own proper Costs and Charges, upon reasonable request therefore to be made, sufficiently save and keep harmless and indemnified the said A. B. his Executors and Administrators, his and their Goods and Chattels, and every of them against the said R. B. his Executors, Administrators or Assigns, and all other persons whatsoever, of and for all such Rent and Rents and Arrears of Rents, as the said A. B. his Executors, Administrators and Assigns, hath paid or shall hereafter pay to the said W. S. his Executors, Administrators or Assigns, for the Messuages or Tenement and Premises aforesaid, and of and from Actions, Suits, Troubles, Losses, Damages, Distresses and Demands whatsoever, touching concerning the same, Then, &c.

*A Condition of a Churchwarden to give Account of
all Stock, &c. in his Custody.*

THe Condition of this Obligation is such,
That whereas the above bound J. B. is lately
elected and chosen Churchwarden of the Parish
Church of, &c. by reason whereof he hath re-
ceived and is to receive divers good things and
Church Ornaments belonging to the Parish
Church aforesaid : If therefore the said J. B. his
Executors, Administrators or Assigns, on or be-
fore the, &c. which shall be, &c. or within 30
days next ensuing the death of the said A. B.
or his removal out of the said Parish in case he
shall dye, or to remove before the said, &c. in
the said year, &c. at which of the said 3 pre-
mitted times shall first and next happen, do and
shall not only make and deliver up unto such
Auditors as shall be then chosen and appointed
for the purposes, to and for the use of the said
Parish and Parishioners, a full, true, plain and
perfect Account and Reckoning in Writing, of
all such Stock, Money, Goods, Plate, Church Or-
naments, and other things of and belonging to
the said Parish which are now delivered, or
which shall hereafter come to his or their hands,
or are or shall be by him or them renewed :
but also shall make true payment and delivery to
the said Auditors, for the use of the said Parish,
all such of the said Stock, Monies, Goods, Plate,
or whatsoever else, as upon the foot of such Ac-
count shall appear to have come and been re-
ceived, And to be resting in the hands and dis-
posal of him the said J. B. his Executors or Ad-
ministrators, and not by him or them necessarily
disbursed or laid out, for the use and occasion of
the Parish and Parishioners, Then, &c.

Special Conditions.

*The Condition of a Bond, for payment of Rent by
virtue of a Letter of Attorney.*

WHereas the above named M. M. by her Writing or Letter of Attorney bearing date the day of the date above written; Hath made constituted and appointed the above bound J. G. her lawful Attorney and Assignee to demand, recover and receive in the name and on the use of the said M. M. by all lawful ways and means whatsoever, of and from all and every person and persons whatsoever, whom it doth or shall concern, all such Rents and Arrearages of Rents, and Sums of Money as are due and payable unto the said M. M. for all and every her Messuages, &c. situate, &c. with such further powers and authorities as are needful and convenient for the recovering and receiving of the Premises, as in and by the said Letter of Attorney more at large it doth and may appear. Now the Condition of this Obligation is such That if the said J. G. his Executors, Administrators or Assigns, or some of them shall from time to time, and at all times hereafter upon reasonable request, well and truly pay or cause to be paid unto the said M. M. his Executors or Assigns, or to such other person or persons as the said M. M. shall from time to time under his hand direct and appoint, all such Rents and Arrearages of Rents and Sums of Money, as the said J. G. shall receive by virtue of the said Letter of Attorney, powers and authorities aforesaid, of, for or in respect of the Messuages, Lands, Tenements and Hereditaments aforesaid, or any of them, deducting thereout the Sum of, &c. *per Annum, viz.* the Sum of, &c. for every quarter of a year for his care and pains in a

abo

Special Conditions.

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about the receiving of the Premisses, And also deducting such reasonable and necessary expenses as he shall be at, in and about the recovering and receiving the same, Then, &c.

A Condition to follow a Calling within such a Parish.

THe Condition, &c. That if the above bound E. B. do or shall at any time or times hereafter, either directly or indirectly use, exercise or follow the Art, Trade or Mystery of, &c. or, &c. or either of them in any place or places within the Parish of, &c. Or shall vend, sell, utter or expose to sale any Goods, Wares, Medicines, Commodities or other things whatsoever, that do or shall concern or in any wise belong to the said Art, Trade or Mystery of, &c. Then of the said E. B. his Executors, Administrators or Assigns, shall well and truly pay or cause to be paid unto the said N. W. his Executors, Administrators or Assigns, the full Sum of, &c. of, &c. upon demand thereof without Fraud Covin or further delay, Then, &c.

Vide Enchiridion Clericale, wherein are great variety of Conditions.

Defeazances.

A Defeazance of two several Estates or Terms for Years in Lands upon Payment of such a Sum Yearly for seven Years, drawn in short.

Recital of the
Grants for
Years.

THis Indenture made, &c. Between E. B. of L. in the County of, &c. on the one part and H. B. of H. in the County of G. on the other part. Whereas the said H. B. by his Indenture bearing date with these presents, and made between him on the one part, and the said E. B. on the other part, for the Consideration therein mentioned, Did Demise and to Farm let unto the said E. B. his Executors and Administrators, that the Manor of N. with the Rights, Members and Appurtenances in the County of and other the Lands, Tenements and Hereditaments in the said Indenture particularly expressed, for and during the Term of, &c. if the said H. B. should so long live, under a Pepper-corn yearly Rent, And also by one other Indenture of the same date, and made between the same parties for the Consideration of, &c. between one and the same Sum mentioned to be the Consideration of the aforesaid Indenture, Did Demise and to Farm let unto the said E. B. his Executors and Administrators, All that parcels of, &c. called M. and other the Lands and Premises herein particularly expressed, situate and being in the County of, &c. for and during the Term of 100 Years without impeachment of Waste, and under the like yearly Rent of Pepper-corn, As in and by the said several Indentures, Relation being thereunto had more

larg

ge may appear. Now this Indenture witnesseth, And the true intent and meaning of the said recited Indentures, and of these presents, and of the parties to the same was and is so hereby declared to be ; And the said E. B. for himself Declaration or Defeazance,
 Executors and Administrators doth Covenant and Grant to and with the said H. B. his Heirs and Assigns by these presents, That if the said E. B. his Heirs, Executors or Administrators, or any of them shall well and truly pay or cause to be paid unto the said E. B. his Executors, Administrators or Assigns, the Yearly Sum of, &c. of good and lawful Money of *England*, yearly and every year for and during the Term or time of years, to be accounted from the, &c. day of, last past, before the date thereof, the same to be paid at 2 days of payment in the year ; (that is to say,) The, &c. day of, &c. and the, &c. day of, &c. by equal portions, the first payment to begin and be made on the, &c. day of, &c. next ensuing the date of these presents, and the last payment to be made on the, &c. day of, &c. which shall be in the year of our said, &c. all the said payments to be made at in the Common Dining-Hall of the Middle Temple *London*, without making any defalcation or abatement to be made out of the said yearly payments, or any of them for Taxes, Charges, Assessments or for other Cause or thing whatsoever, That then and from thenceforth the said E. B. his Executors and Administrators, and all person and persons claiming the Premises, in and by the said several recited Indentures mentioned to be demised, or any part or parcel of the same, from by or under him shall will at the request, cost and charges of the said H. B. his Heirs or Assigns, transfer and set over the said Premises, and every part and parcel

After all the payments Grantees to Assign their Terms to Grantor and his Heirs.

Till such Assignment to be possessed in Trust for Grantor, &c.

Covenant for payment.

parcel of the same so expressed, to be demised by the said Indentures or either of them respectively, together with the same Indentures to the said H. B. his Heirs or Assigns, or to some person or persons as he shall direct and appoint, discharged of all Incumbrances by him, them or any of them done or suffered, And that in the mean time from and after full payment and discharge of the said yearly Sum of, &c. in manner as aforesaid, and all Arrears of the same. And until such Assignment so to be made as aforesaid, he the said E. B. his Executors and Administrators, and all person and persons standing and being possessed of the said Premises or any part thereof, from by or under him shall stand and be possessed thereof, and of every part and parcel thereof in Trust to and for the sole use, benefit and behoof of the said H. B. his Heirs and Assigns, to and for no other use intent or purpose whatsoever: And the said H. B. for himself, his Heirs, Executors and Administrators, doth Covenant and Grant to and with the said E. B. his Executors and Administrators, by these presents, That the said H. B. his Heirs, Executors and Administrators, shall and will well and truly pay the said yearly Rent or Sum of, &c. and every part thereof, at the days and place in the said Indentures proportions as is before expressed for payment of the same, without making any deduction or abatement out of the said yearly Sum or any part thereof for Taxes, Charges, Assessments or for other cause, matter or thing whatsoever, according to the true intent and meaning of the said presents. And it is hereby declared, concluded and agreed by and between the said parties

at it shall and may be lawful to and for the Grantor to
 H. B. his Heirs and Assigns, To have, hold enjoy till
 enjoy the said Manor, Lands, and all and default.
 ular the premisses, in and by the said several
 part recited Indentures mentioned to be
 nted, and receive and take the Rents and
 ofits of the same until breach of the Promise
 Covenant before mentioned, without the let,
 ible or disturbance of the said E. B. his Exe-
 ors or Administrators, and without any ac-
 nt to him or them to be had or given for the
 e. In witness, &c.

*Defeazance of a Conveyance of Land in Fee, by
 Lease and Release, upon payment of a Sum of
 Money at a day, the Estate to cease, &c. with
 power in the mean time for Grantor to make
 Leases, take Profits, &c. till default of payment.*

This Indenture made, &c. Between A. B.
 of, &c. of the one part, and E. F. of, &c.
 the other part. Whereas the said E. F. by his Recital of the
 Indenture of Lease and Release, bearing date, &c. Lease and
 made between him on the one part, and the said Release.
 B. of the other part, for the Considerations
 therein mentioned, did Grant, Bargain, Sell, Re-
 lease and Confirm unto the said A. B. and his
 Heirs, all, &c. To have and to hold to the said Habendum.
 B. his Heirs and Assigns, to the use of him
 Heirs and Assigns, as in and by the said
 Indentures, relation being thereunto had, may
 appear. Now this Indenture witnesseth, and
 the true intent and meaning of the said Inden-
 tures and of these presents is, and of the parties
 the same was and is hereby so declared to be.
 And the said A. B. for himself, his Heirs and
 Assigns, doth covenant, promise and grant to
 and

Upon Grantors
payment of
such a Sum
the Estate to
cease, &c. and
Grantee to
Reconvey to
Grantor, or
whom he ap-
points.

After Money
paid, till Re-
conveyance,
Grantee to
stand seized
to use of
Grantor.

Covenant for
payment of
the Money.

and with the said E. F. his Heirs, Executors and Administrators by these presents, That if the said E. F. his Heirs, Executors or Administrators, or any of them, shall well and truly or cause to be paid unto the said A. B. his Heirs or Assigns, the full and just Sum of, &c. of good and lawful Money of *England*, at or upon the &c. day of, &c. the said payment to be made in, &c. without any defalcation or abatement out of the same for Taxes, Charges, Assessments, or other cause or thing whatsoever that then and from thenceforth the said A. B. his Heirs and Assigns, and all person and persons claiming the said premisses, in, by or under the said recited Indentures of Lease and Release, any part thereof, shall and will at the request, Cost and Charges of the said E. F. or his Heirs Transfer, Assign and Set-over the said recited Premises, and every part and parcel of the same, so expressed to be granted as aforesaid together with the said Indentures, unto the said E. F. and his Heirs, or to such other person or persons as he the said E. F. shall appoint, charged of all Incumbrances by him or them done or suffered. And that in the meantime from and after full Payment and Discharge of the said Sum of, &c. as aforesaid, and until the said Assignment to be made, he the said A. B. and his Heirs, and all persons standing and being seized of the Premises, by, from or under him or them should be seized thereof, and of every part and parcel thereof in Trust, to and for the sole benefit and behoof of the said E. F. his Heirs and Assigns, and to and for no other use, intent or purpose whatsoever. And the said E. F. himself, his Heirs, Executors and Administrators doth covenant, promise, grant and agree to do with the said A. B. his Heirs and Assigns, by the

ents; That he the said E. F. his Heirs, Executors or Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, the said Sum of, &c. and every part thereof, at the day and place before expressed for payment of the same, without making any deductions or abatements out of the said Sum or any part thereof, for Taxes, Charges, Assessments, or for any other cause, matter or thing whatsoever, according to the true intent and meaning of these presents. And it is hereby declared, concluded and agreed by and between the said parties, that it shall and may be lawful to and for the said E. F. and his Heirs, from time to time, and at all times hereafter, untill default of payment of the said Sum of, &c. or any part thereof, at the day and place before limited and appointed for payment of the same, to make any Lease, Demise or Grant of all or any the said Messuages, Lands, Hereditaments and Premises in and to the said in part recited Indentures contained for the Term or number of Years whatsoever, for each Demise, Lease or Grant so to be made, made *bona fide*, and that there be reserved in the same the best and most improved yearly Rent, that such Messuages and Tenements so be leased can truly and *bona fide* be let for, so as such yearly Rents so to be reserved, be able and to be paid unto the person or persons that shall be seized of the Reversion of the Premises so Leased, immediately expectant on the same Leases so to be made. And lastly, it is declared, concluded and agreed by and between all the said Parties to these presents, That he the said E. F. shall and may be lawful to and for the said E. F. and his Heirs, to have, hold, occupy and enjoy the said Messuages, Lands, Hereditaments and

Grantor may make Leases till default in payment.

So as there be reserved the most improved Rents.

And those to be paid to those that are seized of the Reversion.

Grantor to enjoy quietly, till default, &c.

Defeazances.

and Premisses, and every part and parcel thereof in and by the said recited Indentures mentioned to be granted, and to receive and take the Rent, Issues and Profits of the same, until default of payment of the said Sum of, &c. or any part thereof, at the day and place before-mentioned for payment of the same, without the let, trouble or disturbance of the said A. B. his Heirs and Assigns, and without any account to him, them or any of them to be had or given for the same. In witness, &c.

A Defeazance of Three several Indentures of Grant of Terms of Years in Land, upon payment of yearly Sum of Money for several Years.

Recital of the
Indentures.

THIS Indenture made, &c. Between W. in the County of, &c. on the one part and P. C. of W. in the County of, &c. Spinster on the other part. Whereas the said P. C. and by her Indenture bearing date with the presents, and made between her on the one part, and the said W. G. on the other part, Reciting as therein is recited for the Consideration therein mentioned, did demise, grant and Farm-let unto the said W. G. his Executors and Administrators, all those parcels of the Park Ground called W. Park in the County of, &c. and other the Lands, Tenements and Hereditaments in the said Indenture particularly expressed, for and during the Term of 99 years if R. C. the elder, A. A. and G. C. or any of them should so long live, under a Pepper-corn yearly Rent; and also by one other Indenture of the same date, and made between the same parties, Reciting also as is therein recited for the Consideration therein mentioned, did demise

grant

and to Farm-let unto the said W. G. his
 Executors and Administrators, all those the de-
 fine Lands, &c. of W. aforesaid, in the said
 County of, &c. and other the Lands and Here-
 elements in the same Indenture mentioned, for
 during the like Term of 99 years, if P. N.
 his Wife and R. C. the younger, or any of
 them should so long live, under a Pepper-corn
 yearly Rent; And likewise by one other Inden-
 ture of the same date with these presents, made
 between the same parties, Reciting in like man-
 ner as therein is recited, for the Consideration
 &c. being one and the same Sum, mentioned
 to be the Consideration of both the aforesaid.
 Indentures, Did bargain, sell, assign and set-over
 to the said W. G. his Executors and Admini-
 strators, all that parcel of the Park or Ground
 called W. Park, known by the Name of B. in
 said County of, &c. and other the Lands and
 Hereditaments in the said Indenture mentioned
 and bounded, as therein is particularly ex-
 pressed, for and during the remainder of a
 Term for 21 years yet to come and unexpired,
 under the yearly Rents, Covenants and Agree-
 ments in the same Indenture reserved and men-
 tioned, as in and by the said several Indentures,
 in relation being thereunto had, more at large may
 appear. Now this Indenture witnesseth, and
 sheweth the true intent and meaning of the several
 aforesaid Indentures of these presents and of the
 parties to the same, was and is so hereby decla-
 red to be. And the said W. G. for himself, his
 Executors and Administrators, doth co-
 nfirm and grant to and with the said P. C. her
 Executors and Administrators, by these
 presents, That if she the said P. C. her Heirs,
 Executors, Administrators or Assigns, or any of
 them, shall well and truly pay or cause to be
 paid

Declaration of
 Defeazance.

Deafeazances.

paid unto the said W. G. his Executors, Administrators or Assigns, the yearly Sum of, &c. of good and lawful Money of *England* yearly and every year, for and during the Term and time of seven years, to be accounted from the Feast of St. *Martin* the Bishop in Winter last past, before the date of these presents, the same to be paid at 2 Days of payment in the year; (That is to say,) the 1st day of *July*, and the 1st day of *January*, by equal portions, the first payment to begin and be made on the first day of *July*, which shall be in the Year of our Lord, &c. and the last payment to be made on the first day of *January*, which shall be in the Year of our Lord, &c. all the said payments to be made at the *Middle Temple-Hall, London*, without any deduction or abatement to be made out of the said yearly payments, or any of them, for or by reason of any Taxes, Charges and Assessments imposed or charged, or to be imposed or charged upon the said Premises in the said several Indentures mentioned, or any of them respectively, or upon the said W. G. his Executors or Assigns, by reason of the said Premises or any of them, by Authority of Parliament or by any other Authority or Authorities whatsoever, for any other matter or thing whatsoever; Then and from thenceforth he the said W. G. his Executors, Administrators or Assigns and all person or persons claiming the Premises in and by the said several in part recited Indentures mentioned to be granted and assigned, any part or parcel of the same, from, by, under him, shall and will at the request, command and charges of the said P. C. her Executors, Administrators or Assigns, transfer and set out of the said Premises, and every part and parcel of the same, so expressed to be granted and assigned

Upon last payment, Grantee to transfer the Premises.

the said Indentures, either or any of them
 respectively, as aforesaid, together with the same
 Indentures, unto the said P. C. her Heirs, Execu-
 tors or Administrators, or to such person or
 persons as she shall for that purpose direct and
 appoint, discharged of all Incumbrances by
 her, them, or any of them done or suffered.
 And the said P. C. for her self, her Heirs, Exe-
 cutors and Administrators, and every of them,
 with covenant and grant to and with the said
 W. G. his Executors and Administrators by these
 presents, That she the said P. C. her Heirs, Exe-
 cutors or Administrators, shall and will well and
 truly pay or cause to be paid unto the said W. G.
 Executors, Administrators or Assigns, for and
 during the said Term or time of 7 years before
 mentioned, the said yearly Sum of, &c. and every
 part thereof, at the days and place and in such
 proportions as in the Covenant before mention-
 ed is expressed for payment of the same, with-
 out making any deduction or abatement out of
 the said yearly Sum of, &c. or any part thereof
 for Taxes, Charges, Assessments or for other
 matter or thing whatsoever, according to
 the true intent and meaning of these presents,
 it is hereby declared, concluded and agreed
 between the said parties, That it shall and
 may be lawful to and for the said P. C. her Heirs,
 Executors, Administrators and Assigns respective-
 ly To hold and enjoy the said Premises in the
 several in part recited Indentures mentioned,
 to take the Rents and Profits thereof, until
 default shall happen to be made by the said
 P. C. of or in the payment of the yearly Rent,
 or any the Sums of Money herein before cove-
 nanted, by her to be paid or some part or parts of
 the same, or some of them, or the performance of
 the respective Covenants herein before contained

Covenant for
 true payment.

Grantor to en-
 joy till default
 in payment or
 breach of Co-
 venant.

Defeazances.

on the part of the said P. her Heirs, Executors or Administrators, to be done or performed of some or one of the same Covenants, without the let or disturbance of the said W. G. Executors or Administrators, and without account to him or them to be had or given the same.

Defeazance of a Statute Staple, upon performance of Covenants.

THis Indenture, &c. Between A. B. of one part, and C. D. of the other part. Whereas the said C. D. by one Recognizance or Writing Obligatory of the nature of a Statute Staple bearing date, &c. taken and acknowledged before Sir *John Vaughan* Knight, Lord Chief Justice of the Court of Common Pleas at *Westminster*, is and standeth bound unto the said A. B. in the Sum of, &c. of, &c. payable at, &c. and by the said recited Statute, Relation being thereunto had more fully may appear. Now this Indenture witnesseth, That it is nevertheles declared and agreed, by and between the said parties to these presents, And the said C. D. doth for himself and his Heirs, Covenant, Promise and Grant to and with the said C. D. his Heirs, Executors and Administrators, that the said C. D. his Heirs, Executors and Administrators, and every of them do and shall well truly observe, perform, fulfil and pay, and shall keep all and every the Covenants, Grants, Articles, Clauses, Provisoos and Agreement whatsoever which on his and their parts and behalf is and ought to be observed, performed, fulfilled, paid and kept, mentioned and comprized in one Indenture of Grant and Release be-

en date with these presents, made or menti-
ed to be made between, &c. in and by all
ings according to the Tenor, real intent and
ect of the same Indenture, That then the said
cognizance or Writing Obligatory above
entioned, shall be utterly void and of none
ect, or otherwise the same shall stand and a-
le in full force and virtue. In witness, &c.

*Defeazance of a Judgment upon Indemnifying one
against an Obligation, he stands bound in with
and for the Conusor.*

His Indenture, &c. Between J. P. of the
one part, and A. H. of the other part
messeth, That where the said A. H. hath
en a Warrant bearing date with these pre-
ts, to acknowledge a Judgment in his Maje-
Court of *King's Bench* at *Westminster*, as of this
sent *Trin.* Term, unto the said J. P. for 40 *l.*
xc. nevertheless the said J. P. is contented and
eed, and so doth hereby declare, covenant,
mise and agree for himself his Heirs, Execu-
and Administrators, and every of them by
se presents, That if the said A. H. his Heirs,
utors or Administrators, or any of them
l indemnifie, save and keep harmless the
J. P. his Heirs, Executors and Administra-
and every of them, of, from and against
Obligation given by the said J. P. and A. H.
W. A. or shall deliver up the said Bond or
igation unto the said J. P. his Heirs, Execu-
or Administrators, to be cancelled and made
or otherwise indemnifie the said J. P. his
s, Executors and Administrators, That then
upon request he the said J. P. his Heirs, Ex-
ors and Administrators, at the costs and
charges

Defeazances.

charges of the said A. H. his Heirs, Executors and Administrators shall and will acknowledge satisfaction upon the said Judgment so as aforesaid, to be entred by virtue of the said Warrant, or if the said Judgment shall not be entred as aforesaid, That then the said J. P. Heirs, Executors and Administrators, shall deliver up to be cancelled and made void, the Warrant of Attorney unto the said A. H. Heirs, Executors or Administrators. In witness, &c.

Defeazance of a Statute Merchant, and of a Deed of Bargain and Sale.

Recital of the
Statute Mer-
chant.

Recital of the
bargain and
sale.

THis Indenture made, &c. Between R. W. &c. on the one part, and J. L. of, &c. of the other part witnesseth, That whereas the said J. L. standeth bound to the said R. W. in and under one Statute Merchant bearing date the, &c. of, &c. and acknowledged before R. W. Mayor of the City of Y. and keeper of the greater part of the Seal of the Statutes Merchant within the said City, and G. H. Esquire, Clerk of the said City, and keeper of the lesser part of the Seal, of the Statutes Merchant there appointed in the year of 800 l. of good and lawful Money of England payable on the, &c. day of, &c. next ensuing, and by the said Statute Merchant, Relation being thereunto had, it doth and may more at large appear. And whereas the said J. L. and his Wife, by their Indenture of bargain and sale duly executed, bearing date with these presents for the Consideration therein mentioned, have granted, bargain, alien, sell, enfeoff, release, confirm and confirm unto the said R. W. his Heirs and Assigns, all, &c. except, &c. To Have

hold to the said R.W. his Heirs and Assigns, to The Husband
 the only proper use and behoof of him the said of the bargain
 his Heirs and Assigns forever, as in and by and sale.
 the said recited Indenture, Relation being there-
 to had may more at large appear, Yet never-
 theless witnesseth these presents, and it is cove-
 nanted, granted, concluded, conditioned and
 agreed, by and between the said parties to these
 presents and every of them; that if the said J. L.
 Heirs, Executors, Administrators or Assigns,
 any of them, do and shall pay or cause to be
 paid unto the said R.W. his Executors, Admini-
 strators or Assigns, the Sum of in and upon
 the day of, &c. without fraud or further
 delay, That then as well the said Statute Mer-
 chant, as also the said recited Indenture of bar-
 gain and sale shall be void, frustrate and of none
 effect, as to the said R. W. his Heirs, Executors,
 Administrators and Assigns, and that then and
 thenceforth he the said R.W. and his Heirs
 shall stand and be seized of the said granted Pre-
 mises with the Appurtenances, to the use of the
 said J.L. his Heirs and Assigns for ever, and to and
 no other use, intent or purpose whatsoever,
 and that in the interim until default shall happen
 to the payment aforesaid, in form aforesaid it
 shall and may be lawful, to and for the said J.
 his Heirs and Assigns, to receive and take to
 for his and their own proper use and uses,
 Rents, Issues and Profits of the afore-men-
 tioned Premises. But if default shall happen to be
 made of, or in the payments aforesaid, then as
 the said Statute Merchant, as also the recited
 Indenture of bargain and sale, and all the power
 of Estate thereby given and granted to the said
 R.W. his Heirs and Assigns, to stand and con-
 tinue to the only use of him the said R. W. his
 Heirs and Assigns for ever, in full force, effect

Defeazances.

and virtue, absolute and without any proviso
clause, condition or power of redemption what
soever. In witness, &c.

*Defeazance of a Statute Merchant, for payment
several Sums of Money at several times.*

THis Indenture made, &c. Between E. B. of
&c. of the one part, and R. S. of, &c. of
the other part witnesseth, That whereas the said
R. S. by his Bond of Statute Merchant, bearing
date with these presents, and acknowledged be-
fore H. L. Major of the City of L. and keeper of
the greater part of the Seal of the Statutes Mer-
chant there, and R. G. Esquire, Clerk of the
Statutes and keeper of the lesser part of the
same Seal of the same Statutes there, acknow-
ledged and become bound unto the said E. B.
the full Sum of, &c. payable at the Feast-day of
the Nativity of St. *John the Baptist* next ensuing
after the date of the said Bond of Statute Mer-
chant, as in and by the said Bond of Statute
Merchant, whereunto relation being had full
appeareth; Yet nevertheless it is covenanted
conditioned and agreed by and between the
said parties to these presents, And the said E.
doth hereby agree to and with the said R.
that if the said R. S. his Heirs, Executors, Ad-
ministrators or Assigns, or any or either of them
do and shall well and truly satisfie, content and
pay, or cause to be well and truly satisfied, con-
tented and paid unto the said E. B. his Executors, Ad-
ministrators or Assigns, the several Sums of Money
herein after mentioned, at the several days and
times herein after limited and expressed; (that
is to say,) The full Sum of 20 l. of good and
lawful Money of *England*, in and upon the, &c.

of, &c. next ensuing the date of these presents, the like Sum of 20 l. of like Money in and upon the, &c. day of, &c. which shall be in the Year of our Lord, &c. the like Sum of 20 l. of like lawful Money in and upon the, &c. day of, &c. and the like Sum of, &c. of like lawful Money in and upon the, &c. day of, &c. and the like Sum of, &c. of like lawful Money, in and upon the second day of, &c. thence next following, and the full Sum of 20 l. of lawful Money, and upon the, &c. day of, &c. which shall be in the Year of our Lord, &c. without any manner of Fraud or Deceit, and according to the terms herein before mentioned and limited for payment thereof, and according unto a certain Indenture of Defeazance of a certain Deed of Bargain and Sale of certain Lands and Tenements in S. afore said, made between the said S. of the one part, and the said E. B. on the other part, and which Deed of Defeazance beareth the same date with these presents, Then the said Bond and Statute Merchant to be void, of no effect or force. In witness, &c.

Defeazance upon a Judgment by Indenture, upon payment of a Sum of Money at a Day, with a Release of Errors upon the Judgment by Co-plaintiff.

This Indenture made, &c. Between A. N. of, &c. of the one part, and J. S. of, &c. the other part. Whereas the said A. N. hath Recital of the present Trinity Term recovered a Judgment Judgment. against the said J. S. in Court of King's Bench Westminster, for 500 l. Debt besides costs of suit, as by the Records thereof remaining in the said Court, it doth and may more at large appear

Defeazances.

Covenant upon
payment at a
day to acknow-
ledge satisfac-
tion, &c.

Release of Er-
rors by Co-
nufor.

pear. Now this Indenture witnesseth, That the said A. N. doth for himself, his Heirs, Executors and Administrators, Covenant, Promise and Grant to and with the said J. S. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, That if the said J. S. his Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said A. N. his Executors, Administrators or Assigns, the Sum of, &c. of lawful Money of *England* on the said J. S. his Heirs, Executors, Administrators and Assigns, shall and will upon reasonable request, and at the costs and charges of the said J. S. his Executors or Assigns, acknowledge satisfaction upon Record, of and for the said Judgment, and the debt and damages thereby recovered, and in the mean time will not take out or cause to be taken out, any Writ or Writs of Execution upon the said Judgment. And the said A. N. for himself, his Heirs, Executors and Administrators, hath Remised, Released and ever quit claimed, and by these presents doth Remise, Release and for ever quit claim unto the said J. S. his Executors, Administrator, Assigns, all and all manner of Action and Actions, and all and every Writ and Writs of Error and Errors whatsoever, for or by reason of the said Judgment, or for or by reason of any tries or proceedings thereupon or relating thereto. In witness, &c.

Ecclesiastical Instruments.

Admission of a Noblemans Chaplain.

Omnibus Christi fidelibus ad quos hoc
 presens scriptum pervenerit honorabilis
 Comes R. Baro de F. & Nobilissimi Ordinis
 Garterij Miles, Salutem in Dño. No-
 veritis nos p̄fate Comitē R. recepisse & ad-
 misisse Dilectum mihi in Christo T. R. Cleri-
 cum ob ejus vite & morum integritatem,
 namq; Doctrinam aliarumq; Virtutum me-
 ritas, quibus eum Deus optimus, maximus
 insignivit, ut Capellanum meum Domesticum
 familiarem Ipsumq; T. in numerū Capel-
 lanorum meorum domesticorum, ad effectuali-
 ter Consequendum omnia & singula privile-
 gia, gratias, libertates & p̄venientias Ca-
 pellanorū, Episcoporū, Procerum & Baronum
 ejus regni Anglie p̄ Statutū Parliamenti
 ejusdem Regni indult & concessa aggregasse,
 quocirca hoc Univerſitati vestre attestatum
 declaratum esse volumus p̄ sentes. In
 ejus rei testimonium Sigillum meum ad
 prima p̄sentibus apposui. Dat. &c.

Advocatio Beneficij Ecclesiastici.

Omnibus Christi fidelibus ad quos hoc
 presens scriptum pervenerit, T. J. de Ci-
 tate L. Ar, Gardianus legitimus J. W.
 veri & indubitati Patroni Rectorie Ecclesie
 archiepiscopalis de M. in Comitatu D. Salutem
 in Domino sempiternam. Noveritis me
 T. J.

C. J. ex certis causis & considerationibus me
ad id iuste morientibus dedisse & concessisse
atque hoc presenti scripto meo, dare & concedere
M. L. Civitatis Londoni Ar. Executoribus
& Assignatis suis, primam & proximam ad
vocationem, donationem & liberam dispositio
nem, predictæ Rectorie Ecclesie parochialis de
M. p. dictæ pro unica vice & proxima vacatione
tantum, ita quod bene liceat præfato **M. L.**
Executoribus & Assignatis suis, quemcum
que virum aptum, & literatum, ad dictam Rec
toriam Ecclesie parochialis de **M. L.** cum p. mo
tem, resignationem, promotionem, cessionem
p. mutationem, dimissionem, seu alium modum
quemcumque primo & proximo vacare contigerit
loci illius Ordinatio & Diocesano nominare
& presentare. Ceteraque omnia & singula a
Patroni munus & officium spectantia p. fieri
adeo plene & integre sicut Egomet in ea par
facierem, si hæc plene concessio facta non fuisset
In cuius Rei testimonium sigillum meum
presentibus apposui. **Dac, &c.**

Aliquando inferatur hæc Clausula ante verba
In cuius Rei, &c. immediate, viz.

Et Nos præfatus **C. J.** & **J. C.** hanc nostram
concessionem contra Nos Assignatos nostros
quoscunque Warrantizabimus & defendemus
in perpetuum. **In cuius Rei, &c.**

Certificatorium de sufficientia personæ in
Arte Medica.

Iniversis in Christo fidelibus ad quos
hoc p̄sens scriptum p̄benerit, Nos quo-
rum infrascripta sunt nomina pro cuiusque
persone merito & dignitate, debitam Rebe-
rentiam. Cum pium sit, & equitatis Officio
præime consentaneum, veritati testimonium
libere. Cumq; R. C. de C. in Comitatu D.
Literas Nostras Testimoniales sibi con-
petierit Nos tam honeste ejus petitioni.
quantum in Nobis est) obsecundare volentes,
tamur & Potam facimus per p̄sentes, di-
m R. C. per multos retro abhinc annos
ulam studiis suis in Arte Medica dedisse
eram, & in eisdem processibus fecisse tam
laudabiles, ut quamplurimi passim egroti,
ejus (Deo adjuvante) ad pristinam suam
sanitatem fuerint restituti; Insuper vitam,
p̄sque suos, juxta leges & consuetudines
Ecclesie Anglicane, pie, sobrie, religioseq; in-
cussisse: Ideoq; Nos in illa facultate Do-
ces, sive Licentiati, eum dignum censemus
eadem facultate, Licentia, sive Privilegio
tam Practicandi. In cujus Rei fidem &
testimonium nomina & cognomina sigillaq;
Nostra p̄sents apposuimus. Dat, &c.

Testimoniales de Vita laudabili Ministri.

Omibus Christi fidelibus ad quos hoc
p̄sens scriptum p̄benerit, Nos quorum
nomina subscripta sunt pro merito & digni-
tate cuiusque persone debitam Reberentiam.
In A. B. literas Nostras Testimoniales
de

de vita sua laudabili & morum probitate, si concedi petierit, Nos, honestam suam petitionem (quantum in Nobis est) satisfacere volentes, testamur per presentes dictum A. M. sedulam literarum studiis dedisse operam; vitamq; suam sobrie & pie per omnia instituisse, & adhuc in re Religionis, nihil unquam (quantum Nobis innotescere potuit) aut credidisse, aut tenuisse, quod non Sacrarum literarum auctoritate, Ecclesieq; Anglicane canonico, comprobatum sit, ejusq; ceremoniis consentaneum: In cujus Rei testimonium nomina Nostra subscripsimus, Dac, &c.

Alia forma.

Nos quorum nomina subscripta sunt, Notum facimus omnibus & singulis quorum interest & per presentes Attestamus R. H. Clericum in Artibus Baccalaureum in Studiis Theologicis progressus fecisse laudabiles, & ad predicandum Verbum Dei idoneum esse, Nihilq; tenuisse aut tenere, nisi quod Orthodoxum, & Doctrinae Ecclesie Anglicane consentaneum sit, vitam quoque mores pie & sobrie instituisse. In cujus Rei testimonium nomina Nostra subscripsimus, Dac, &c.

Præsentatio ad Rectoriam.

Reverendo in Christo Patri, ac Domino Domino J. permissione Divina Rectori Episcopo, Westrobie Vicario in Spiritualibus Generali, aut alij cuicunque persone, hanc meam præsentationem admittendi, Potestate habenti, seu habituro; Vester humilis, &c.

notus A. B. de H. in Comitatu G. A
 riger, verus & indubitatus Rectorie & Ec-
 clesie Parochialis de L.* in Comitatu C. Dio-
 cesi H. Cantuariensis Provincia Patronus,
 omnimodas obedientiam & condignas cum
 more; Ad Rectoriam & Ecclesiam parochia-
 lem de L. pdice, jam vacantem per mortem
 naturalem B.P. Clerici, ultimi incumbentis
 idem, & ad meam Presentationem pleno iur
 ecantem & pertinentem Dilectum mihi in
 Christo J. W. Clericum in Artibus Magi-
 strum vestre Reverende Paternitati presento.
 humiliter supplicans quatenus eundem J.W.
 per me presentatum, ad & in Rectoriam &
 Ecclesiam parochialem de L. pdicta admittere,
 presumq. Rectoriem ejusdem Ecclesie, cum suis
 curibus, membris, & pertinentiis universis,
 legitime & Canonice, instituere, investire, &
 duci mandare, Ceteraq. facere, peragere, &
 implere, que Vestro in hac parte incumbunt
 officio Pastoralis, gratiose dignemini, cum
 more. In cujus Rei testimonium Sigillu
 meum ad arma presentibus apposui. Da-
 tum, &c.

Nota Si Præsentatio Archiepiscopo directâ sit,
 inferantur hæc verba :

* Ecclesie vestre Cathedralis & Metropoli-
 tice Christi Cantuariensis Jurisdictionis
 immediate.

Præsen-

Præsentatio ad Rectoriā per Curatores, p
trono in minori ætate existen'.

Reverendo in Christo Patri ac Domini
Dño GILBERTO permissione divini
London Episcopo, vestro Vicario in Spi-
ritualibus Generali, aut alij cuicunque, ha-
meant præsentationem admittendi, Potestate
habenti, vel habituro; Nos G. T. ged & R.
Cives & Clothworker London, Guardiani
Cutores & Isabelle A. minoris, filie Naturalis
& legitime, ac Heredis Domini C. A. & D.
mine J. A. ejus Uxoris respectively defunctorum
vigo Testamenti & ultime Voluntatis ipsius
Dñe J. A. durante minori etate dicte A-
belle A. legitime constituti ac ratione di-
Curationis (durante minori etate dicte A-
nois) veri & indubitati (pro hac vice jure,
nomine dicte Minoris) Patroni Rectorie
Ecclesie parochialis de B. als B. in Comitatu
Essexie Dioecesis London, omnimoda Re-
rentiam debitam cum honore. Ad Rectoriā
& Ecclesiam parochialem de B. als B. prædictam
modo per mortem Naturalem J. C. Clerici
ultimi Rectoris & Incumbentis ibidem vacante
& ad Posteram præsentationem (ut præfertur) per
hac vice spectantem. Dilectum Nobis
Christo J. L. Clericum in Artibus Magis-
trum, Nobis per presentes, jure & nomi-
dñe Minoris, præsentamus. Humiliter Rogamus,
quatenus eundem J. L. sic per Nos præ-
sentatū, ad & in Rectoriā & Ecclesiam parochia-
lem de B. als B. prædictam admittere, &
sumque Rectorem ejusdem Ecclesie, cum su-
juribus membris & pertinentiis universis
legitime & Canonice instituere, investire,
induci mandare; Ceteraque facere peragere.

implere, que vestro in hac parte incumbunt officio Pastoralis, gratiose dignemini cum voce. In cuius Rei testimonium, &c.

Præsentatio ad Societatem Collegii.

Reverendissimo in Christo Patri ac Dño Dño G. providentia Divina Cane Archiepiscopo, totius Anglie Primate & Metropolitano, atq; Episcopatus Eliensis (sede jam vacante) Spiritualitatis custodi. Vestri humiles & devoti filij, Magister, sive Custos, & Socij Collegij beate Marie, & Sancti Johannis Evangeliste, & Radegundi vulgariter nuncupati Jesus Colledge, in Alma Academia Cantabrigiensi omnimoda reverentiam tam Reverendissimo Patri debitam Cum Magistri G. J. in Sacra Theologia Baccalauri locus in Societas in dicto Collegio nostro, per cessionem voluntariam ejusdem G. J. nuper vacavit, prout in presenti vacat. Nos juxta Statuta nostrorum ratione in ejus locum C. L. in Artibus Inceptum, & B. L. in Artibus Inceptum, quorum in re Literata progressus additiones & doctrine minime contemnendi, propterea diutina experientia in Collegio nostro merito nobis esse honestos; in Societatem dicti Collegij nostri elegerimus, eisdemq; paternitati vestre Reverende, per Nos in Societatem dicti Collegii electos esse significamus, & tenore presentium eidem presentamus, similiter supplicantes quatenus illud ipsorum Nos (ut præfertur) nominatorum & presentium quem magis idoneum, & dicto Collegio nostro utiliozem fore videritis, ad dictum locum sive Societatem in Collegio nostro dicto quem sive quam dictus Magister G. J. nuper

nuper in eodem possedit, habuit & tenuit, admittere; Ipsumque in perpetuum Socium dicti nostri Collegij cum omnibus emolumentis commodis, juribus & interesse eidem Societati quobis modo spectantibus & pertinentibus instituire, & investire; Ceteraque facere, pagare & pimplere, que Statuta nostra Auctoritas Paternitatis vestre Reverende in hac parte referunt, dignemini cum favore. In cuius Rei testimonium Sigillum nostrum Commune presentibus apposuimus. Dat., &c.

Qualificatio, sive Admissio Clerici in Capellam Magnatis.

Omnes Christi fidelibus ad quos presens scriptum pervenerit JOHANNES permissione Divina, &c. Episcopus, Salute in Domino sempiternam. Poveritis me prefatum Episcopum Dilectum mihi in Christo M. B. Artium Magistrum pro diversis causis considerationibus legitimis me ad id spectantibus, in unum de Numero Capellanorum meorum Familiariorum & Domesticorum die consecrationis presentium admisisse recepisse, dando & concedendo eidem Capellano meo omnia & singula Privilegia, Commoditates, Libertates, Prerogativas & Preheminentias Capellanis Procerum, de jure Statutorum Ordinationibus, Provisionibus & Consuetudinibus hujus incliti Regni Anglie quobis modo competentia, Rogans insuper omnes quorum interest, seu interesse poterit in hac parte; Quatenus dictum M. B. Capellanicum meum Domesticum hujusmodi, nullo modo molestant perturbent, seu gravent in aliquo, contra tenorem presentium, & Statuta Parliamen-

Capellanis Magnarum & Prenobilium
 iorum in ea parte edita, facta & probata.
 in cuius Rei testimonium Sigillum meum
 entibus apposui. Dae, &c. die mensis De-
 mbis, Anno Domini, &c.

Resignatio Vicarix.

Dei Nomine, Amen. Coram vobis Po-
 tario Publicoque & Authentica persona
 stra, ac testibus fidedignis, hic presentibus;
 J. B. Clericus Vicarius Vicarie Eccle-
 parochialis de W. in Comitatu S. Diocesi
 trenti Cantuariensis Provincia volens &
 ex certis veris & legitimis causis
 & Animo meo in hac parte, specialiter
 ventibus ab onere cura & regimine vice
 Vicarie & Ecclesie parochialis de W. pdice,
 ante Animarum parochianorum ejusdem
 titus exui & exoneravi. Eandem igitur
 rariam & Ecclesiam meam parochialem
 W. pdice in Sacras & Venerabiles manus
 berendi in Christo Patris Domini Domi-
 S. permissione Divina Londoni Episcopi
 dem ejusdem Loci Ordinarii aut alterius
 alique hanc meam Resignationem admit-
 Potestatem habentis seu habituri, non
 aut metu ad hoc inductus seu coactus, sed
 ex, sponte, simpliciter, & absolute resigno
 eadem recedo; Eandem Vicariam &
 Ecclesiam de W. pdicta, tam re quam verbo
 cum suis juribus & pertinentiis quibus-
 dimitto Juri quoque titula & interesse
 in dicta Vicaria quovismodo phabita
 adenus competens ad omnem juris & facti
 cum renuncto, eidemq; cedo, & ab eisdem
 totaliter & in hiis scriptis.

Ad super Resignatione prædicta.

Secundo die mensis Octobris, Anno Domini, &c. Lecta & interposita fuit huiusmodi suprascripta Resignatio per præfatum J. B. Clericum coram J. J. Notario publico infra-scripto ac testibus infranominatis in edibus mei dicti Notarii infra parochiam Sancti Gregorii Civitate Londoni notis & situatis, Qui quidem Magister B. resignavit, cessit & cetera fecit in omnibus & per omnia prout in supradicto Resignationis protocollo continetur, presentibus & ibidem A. B. C. D. & D. E. Literatis Testibus, &c.

Testibus

A. B.

C. D.

D. E.

Ita Testes

J. J. Notar' Publicus

licus

Revocatio Resignationis.

In Dei Nomine, Amen. Coram vobis Notario Publico publicam & authenticam lona, ac testibus fidedignis hic presentibus Ego J. B. Clericus in Artibus Magister Vicarius perpetuus Vicarie perpetue Ecclesie parochialis de W. in Comitatu B. cessit C. Cantuariensis Provincie, dico, alioquin & in hiis Scriptis in iure propono; Eam cum Ego præfatus J. B. dictam meam Vicariam & Ecclesiam parochialem de W. prout una cum suis Juribus & pertinentiis quibuscunque Sacras manus Reverendi Patris C. Episcopi moderni, ejusdem in Spiritualibus Vicarii Generalis, aut alterius eandem

in Resignationem admittendi potestatem ha-
 rentis seu habituri, coram quodam Magistro
 J. J. Notario Publico, ac testibus utcumq;
 me presentibus, fecerim & indeliberate resig-
 naverim & dimisserim: Ex certis veris tamen
 iustis & legitimis causis me, & Animum me-
 um jam ad id moventibus, præfatam resignati-
 onem, cessionem, ac dimissionem, dicte Vicarie
 Ecclesie mee parochialis de W. prædictæ,
 cumq; (ut præfertur) inconsulte & indelibe-
 rate factam & interpositam cum non aliunde
 debeam quo vitam meam juxta qualitatem
 divinis mei sustentare possem (re integra ex-
 istenti ac adhibito mihi meliori & saniori con-
 silio) omnibus melioribus & efficacioribus
 a modo & juris forma quibus melius &
 utilius de jure possim aut debeam palam
 publice & expresse in hijs Scriptis revoco &
 retracto, & sic revocatis & retractis haberi
 volo, peto, & postulo, Curam etiam onus &
 onimen dicte mee Vicarie de W. prædictæ ad
 eum juris effectum, in me reassumo, eis-
 que inservire & adherere, uti frui retinere
 gaudere, in tam amplis modo & forma per-
 e ac si prædicta resignatio, cessio, sive dimissio
 facta non fuisset facta, instanter protestor.

Actus super Revocationem prædictæ.

Primo die mensis Octobris, Anno Dñi, &c.
 Lecta & interposita fuit hujusmodi supra-
 scripta Revocatio per præfatum J. B. Clericum
 J. J. Notario Publico infrascripto
 testibus infranominatis in edibus mei dicti
 Notarii infra parochiam Sancti G. Civitate
 notorie sitis & situatis (Qui quib;
 Magister J. B. Resignationem suam

Ecclesiastical Instruments.

Præterea revocabit, Ceteraq; omnia & singula fecit prout in supradicto Protocollo Revocationis continetur, presentibus tunc & ibidem A. B. C. D. & D. E. Literatis. & sibus, &c.

Testibus

A. B.

C. D.

D. E.

Ita Testes

A. A. Notarius Publicus.

Resignatio Domus Canonialis.

In Dei Nomine Amen. Coram vobis Notario Publico publicaq; & authentica persona ac testibus fidedignis hic presentibus A. C. Clericus, Thesaurarius Ecclesie Cathedralis de W. ex certis causis & considerationibus me & animum meum in hac parte specialiter moventibus, Domum meam Canonicalem situatam in quadam Venella prope Ecclesiam Cathedralis prædictam, ac inter aliquandam modo in tenura & occupatione Sacre Theologie Professoris & Domini quodam modo in tenura & occupatione A. D. Doctoris, in manus venerabilium virorum Dominorum Decani & Capituli Ecclesie Cathedralis de W. prædicta, & eorum Successorum ex meo mero motu non vi metube ad hoc ductus seu coactus, sed pure sponte simpliciter & absolute resigno, & ab eadem re eandemq; tam re quam verbo, unacum pertinentiis quibuscunq; dimitto, &c. In quoq; titulo & interesse meis in eadem Domus præhabitis ad omnem juris & facti effectum totaliter in hijs Scriptis renuncio.

Actus super Resignatione prædicta:

Primo die mensis Octobris, &c. Acta & interposita fuit hujusmodi suprascripta resignatio per prælatum R. C. Clericum coram J. J. Notario Publico infrascripto ac testibus infranominatis in Edibus mei dicti Notarii infra parochiam, &c. notorie sitis & mutatis. Qui quidem Magister R. C. resignavit, cessit & cetera fecit omnibus & per omnia put in supradicto resignationis Protocollo continetur, presentibus tunc & ibidem B. C. D. D. E.

Testibus

A. B.

C. D.

D. E.

Ita Testor

J. J. Notarius Publicus.

Aliud genus Resignationis factæ de Prebenda.

Omibus Christi fidelibus ad quos hoc præsens Scriptum pervenerit, Salutem in Domino. Cum Ego R. H. Sacre Theologie Professor, Prebenda sive Canonicatum unum Ecclesia Cathedrali & Metropolitica Christi antuar jam habeo & gaudeo, ad donationem, collationem, & liberam dispositionem, Domini nostri nunc Regis pleno jure spectantem, habendum & tenendum Prebendam sive Canonicatum prædixi mihi præfato R. H. durante vita naturali, unacum omnibus & omnimodis Domibus, Edificiis, Mansionibus, ceterisque juribus, membris, & pertinentiis quibuscumque, dicte Prebende, sive Canonicatus quovismodo pertinentibus sive impostorum

spectantibus, Sciatis nunc quod Ego p[re]s[ent]i
 R. P. p[ro] quibusdam iustis causis ac confide-
 rationibus me specialiter in hac parte movern-
 ribus p[re]dictam P[re]bendam sive Canonicatum
 in dicta Ecclesia Cathed[ra]li & Metropolitica
 Christi Can[on]e, vacuam esse volo, & Literas
 Patentes D. N. nuper Anglie Regis
 Magni Sigillo Anglie sigillatas gerentes
 datum apud Westmon[asterium] die Anno Regni
 sui Anglie primo & Scotie 37. P[re]bendam
 Canonicatum meum p[re]dictum, cum suis Juribus,
 membris, & pertinentiis univ[er]sis, p[er]
 hoc Scriptum meum, sursum reddo in manus
 Domini nostri Caroli Dei gratia Anglie, Sco-
 tie, Francie & Hibernie Regis, fidei defensoris
 In cujus Rei testimonium huic p[re]senti scrip-
 to meo Sigillum meum apposui. Dae
 mensis Anno Regni Domini nostri Caroli
 Dei gratia Anglie, Scotie, Francie & Hibernie
 Regis fidei defensoris, &c. Anno
 Regni, &c.

Resignatio Officii Custodis Collegij.

In Dei Nomine Amen. Cozam Vobis
 Secretario Publico publicas & Authenticas
 lona, ac testibus fidedignis hic p[re]senti-
 Ego A. B. Artium Magister P[re]sident
 legii Sancti Johannis Baptiste in Unive[rsi]-
 tate Oxon[oniensi], volens & affectans ex certis
 sis iustis rationabilibus & legitimis
 Animum meum in hac parte specialiter
 ventibus ab onere & regimine dicti
 P[re]sidentis exui penitus, & exoneravi dictum
 Officium meum P[re]sidentis Collegij p[er]
 unacum suis juribus, membris, & pertinentiis
 univ[er]sis in manus cujuscunque vel quor-
 cunque hanc meam resignationem admittere
 potest.

potestatem quomodolibet habentis, seu habentem,
 habituri aut habiturorum non vi vel
 metu, ad hoc coactus, nec dolo vel fraude ad
 inducatus neque aliqua alia machinatione
 istra circumventus, sed ex mea certa scien-
 tia, animoque deliberato pure, sponte, simpli-
 ter & absolute in hiis scriptis resigno, di-
 cimus Officium meum ad omnem juris effe-
 ctum exinde sequi valentem unacum omnibus
 rebus membris & pertinentiis universis
 meo Officio spectantibus vacuam dimitto.
 Et quod quocumque titulo & possessioni meis in dicto
 Officio Presidentis Collegij Sancti Johannis
 Baptiste, predicti prehabitis & hactenus mihi
 eodem competentibus quovismodo, renun-
 cio, eis quoque cedo, & ab eisdem totaliter &
 expresse recedo in hiis scriptis, sub hac tamen
 & conditione, quod si contigerit C. U.
 Officium Magistrum, & Socium Collegij Jesu
 Cantabrigia predicti in Magistrum sive Cu-
 stom Collegij predicti infra Octo dies a tem-
 pore publicationis & intimationis hujusmodi
 resignationis mee in dicto Collegio fieri juxta
 statuta fundationem & ordinationem ejusdem
 Collegij, debito modo elegi, & Magistrum sive
 eodem Collegij predicti prefici & admitti;
 Et tunc & in eo casu volo & intendo istam
 Resignationem suam debitum sortiri
 effectum, alioquin volo eandem nullius penitus
 roboris aut momenti: Ipsamque Resigna-
 tionem meam modo premissa factam & interposi-
 tam, casu quo contigerit prelatum C. U. Offi-
 cium Magistrum sive Custodis Collegii predicti
 modo predicto minime adipisci, ex nunc prout
 tunc, & ex tunc prout ex nunc expresse revoco,
 pro revocata, cassata, & irrita ad omnem
 effectum exinde sequi valentem haberi,
 transeri volo & intendo, presenti resignatione

mea in aliquo non obstante. Et insuper
 pfatus A. B. volens & affectans hanc mea
 Resignationem suam debitum sortiri effectum
 Dilectis mihi in Christo C. R. S. V. & J.
 Artium Magistros Socios Collegij p
 conjunctim & divisim meos veros, certos, leg
 timos ac indubitatos Procuratores, A
 factores Negotiorumque meorum gestores,
 nuncios spiales, ad infrascripta nomino, ordi
 facio & constituo dans & concedens eilde
 Procuratoribus meis conjunctim & eoz
 cuilibet, per se divisim & insolidum Potest
 tem Generalem, & mandatum speciale, v
 loco, & nomine meis, dictam Resignatione
 Cessionem, sive Renuntiationem meam, te
 Vice-Presidenti & Sociis Collegij memorat
 quam etiam omnibus & singulis aliis
 quos in hac parte attinet notificandi, intima
 di & exhibendi, dictamque Resignationem, Ce
 onem, sive Renuntiationem, Admitti & Offic
 Presidentis hujusmodi, vigore ejusde Resign
 tionis, Cessionis, sive Renuntiationis, vacare,
 ad omnes Juris effectus exinde quovismodo
 sequi valentes vacuum esse pronunciari, t
 terni, & declarari petendi, requirendi, &
 tinendi; Ceteraque omnia & singula alia fa
 endi, exercendi, & expediendi que in hac pa
 necessaria fuerint, seu quomodolibet oppo
 tuna, etiamsi mandatum de se exigant
 etiale quam superius est expressum Prom
 toque me ratum, gratum & firmum perpet
 habiturum totum & quicquid dicti Procura
 tores mei seu eorum aliquis fecerint seu fe
 rit in pmissis, vel aliquo premissorum in
 parte, sub hypotheca & obligatione, omniu
 & singulorum bonorum meorum tam pre
 tium, quam futurorum, & in ea parte caut
 nem expono in hijs scriptis, super quib
 requir

Quiro vos Notarium Publicum antedictum
hi unum vel plura publicum seu publica
Instrumentum sive Instrumenta conficere ac
his hic presentes Testimonium inde perhi-

Actus super Resignatione prædicta.

Secundo die mensis Octobris Anno Dñi, &c.
Acta & interposita fuit huiusmodi supra-
dicta Resignatio per præfatum J. B. Clericum
am me J. J. Notario Publico infrascripto
testibus infranominatis in Edibus mei
Notarij infra parochiam Sancti Grego-
Civitate London notorie sitis & situatis.
qui quidem Magister J. B. resignabit, cessit
et cetera fecit in omnibus & per omnia prout
supradicto Resignationis Protocollo conti-
nuitur, presentibus tunc & ibidem A. B. C. D. &
E. Literatis. Testibus, &c.

Testibus

A. B.

C. D.

D. E.

Ita Testator

J. J. Notarius
Publicus

Grants.

Grants.

A Grant of the Stewardship of Courts for Life.

TO all Christian People to whom these presents shall come, I T. S. of, &c. send greeting, Know yea, That I the said T. S. for divers good causes and considerations me thereunto especially moving, Have given and granted, and by these presents do give and grant unto the said C. of, &c. Gent. the Office of Steward or Stewardship, and the keeping or Office of keeping of all manner of Courts Leet, Courts Bar, and view of Frankpledge, of, or for the Manors or Lordships of E. D. and A. in the County of, &c. and every of them. And I do hereby command, ordain, constitute and appoint the said T. C. to be chief and sole Steward of all and singular Courts of View, of Frankpledge, Courts Bar, and Courts Leet within the Manors and Lordships aforesaid; To have, hold, exercise, occupy and enjoy the Office of Steward and Stewardship, and the holding and keeping of all manner of Courts, usually held or kept within the said Manors or Lordships, and every of them together with all and all manner of Fees, Perquisites, Profits, Wages, Rewards and Advantages whatsoever, to the said Office of Stewardship belonging or appertaining, or usually heretofore accustomed and used to be paid to, and received by the Steward or Steward thereof for the time being, for or by reason of the said Office unto the said T. C. by himself, or by his sufficient Deputy or Deputies,

during the Term of the natural life of the
I. T. In witness, &c.

*Grant of a next avoidance of a Church, with
some special Covenants.*

His Indenture made, &c. Between I. B. of,
&c. of the one part, and H. P. and E. M.
&c. of the other part witnesseth, That the
I. B. for and in Consideration of a certain *Consideration.*
of lawful Money of England, to him in
and paid by the said H. P. and E. M. at and
before the enfealing and delivery of these pre-
sents, whereof the said I. B. doth hereby acknow-
ledge the receipt, as also for divers other good
valuable Causes and Considerations him
said I. B. thereunto especially moving, Hath *Grant.*
en, granted, bargained, sold, assured and con-
firmed, and by these presents doth give, grant, sell,
re and confirm unto the said H. P. and E. M.
Executors, Administrators and Assigns, the
Advowson, presentation, donation and free
disposition of the Rectory or Parsonage of the
Church of K. in the County of L. which shall
open to become void by the death, cessation,
privation or resignation of W. H. Clark, now
Incumbent of the said Church, or by any
other ways or means whatsoever: To have and *Habendum.*
Hold the said next Advowson, presentation,
donation and free disposition aforesaid, to them
said H. P. and E. M. or to the Survivor of
them, or the Executors, Administrators or Assigns,
such Survivor to present one fit and able per-
son to the said Church a Rectory of K. afore-
said, whensoever it shall chance, happen or be-
come void, as aforesaid, to officiate in the said
Church, and to take the Rents and Profits of the
said

Covenant for
producing of
Writings, &c.

Covenant that
Grantor is sei-
zed in Fee, &c.
and hath power
to grant.

said Rectory or Parsonage. And the said J. B. for himself his Heirs, Executors, Administrators and Assigns, and every of them doth covenant, promise, grant and agree to and with the said P. and E. M. and either of them, their and either of their Executors, Administrators and Assigns, and every of they by these presents in manner and form following; (that is to say,) That the said J. B. his Heirs, Executors, Administrators and Assigns, shall and will at any times hereafter, upon reasonable request to be made to him or them by them the said H. P. and E. M. or either of them, their or either of their Executors, Administrators or Assigns, or any of them, or upon notice in Writing to be left at the most usual place of residence of the said J. B. his Heirs, Executors, Administrators and Assigns, or any of them, shew forth and produce before any Judge or Judges, or before any other Person or Persons whatsoever, in any Court or Courts, place or places whatsoever, for the better clearing, confirming and assuring of the said Advowson, presentation, donation and free possession of the said Rectory or Parsonage, by them the said H. P. and E. M. their Executors, Administrators and Assigns, or for the recovery of the same, All such Writings, Charters, Deeds and Evidences whatsoever, concerning the Advowson of the Church of K. aforesaid, as the said J. B. his Executors, Administrators and Assigns, or any of them now have or at any times hereafter, shall have in his their or either of their Custodies or Possessions, or may have by without Suit in Law. And also that the said J. B. now at the time of the enfeoffing and delivery of these present Indentures, is lawfully and rightfully seized of the next Advowson of the Rectory or Parsonage of K. aforesaid, and

and, sure, perfect, absolute and indefeazable E-
 of Inheritance in Fee-simple, without any
 version or Remainder in the King's Majesty or
 otherwise. And also that the said J. B. now at
 time of the enfealing and delivery of these
 indentures, hath good right, full power
 lawful and absolute Authority to give, grant,
 gain, sell, assure and confirm the said next
 advowson, presentation, donation and free di-
 vision of the said Rectory or Parsonage of
 said Church of K. aforesaid, unto the said
 P. and E. M. their Executors, Administrators
 Assigns in manner and form aforesaid. And
 that it shall and may be lawful unto and for
 said H.P. and E.M. and either of them, their
 either of their Executors, Administrators
 Assigns, or any of them to present one fit
 son or Clerk to the next avoidance of the
 church of K. aforesaid, whensoever the Church
 happen to be next void, by any ways or
 means whatsoever, The which said Parson or
 Clerk by virtue and means of the said presen-
 tation shall be admitted, and inducted into the
 Church or Rectory of K. aforesaid; And Covenant for
 that they the said H. P. and E. M. and ei quiet enjoy-
 of them, their and either of their Execu- ment.
 Administrators and Assigns, and every or
 of them shall or lawfully may from time to
 and at all times hereafter peaceably and
 fully have, hold, use, occupy, possess and en-
 the said next Advowson or next avoidance
 the said Rectory or Church of K. aforesaid,
 without the let, suit, trouble, molestation, in-
 teruption, eviction, disturbance or denial of him
 said J. B. his Heirs, Executors, Administra-
 tors or Assigns, or any of them, or of the King's
 Majesty, his Heirs or Successors or of any other
 person or Persons whatsoever, now or at any
 time

time or times hereafter lawfully claiming, from by or under him, them, or any of them, or from or under him, them or any of the Estate, Right, Title or Interest. In witness, &c.

A Grant or Surrender of a Lease to the next in reversion, which Lease was forfeited to the Grantors, for Non-payment of a Sum devised by Will.

Recital of the
Grantor's
Title.

THIS Indenture made, &c. Between T. Gent. one of the Attornies of the Common Pleas, and S. his Wife, one of the Daughters of W. T. late of J. in the County of D. deceased on the one part, and J. N. of the County of D. Gent. on the other part. Whereas T. heretofore of the City of S. Gent. by his Indenture of Lease, in Writing under his Hand and Seal bearing date the, &c. day of, &c. in the year of, &c. Did demise, grant, set and to Fall let unto the said W. T. and his Assigns, all that Messuage or Tenement, with one half yard thereunto belonging, called or known by the name of S. with the Appurtenances, situate, lying and being within the Parish of S. in the County of S. together with one short Lease containing One hundred yards in length, yards in breadth lying at the upper end of the yard land : To have and to hold unto the W. T. his Assignee and Assignees for the Term of fourteen years next ensuing, the date of the recited Indenture of Lease if M. S. then W. of J. S. Clerk, T. T. Son of the said W. T. and the then Wife of the said T. or any of them should so long live, at or for the yearly Rent of &c. payable for the same, as in and by the

Indenture of Lease, with a Clause of Re-
 for Non-payment of the Rent, and divers
 covenants therein mentioned, fully appeareth.
 whereas the said M. and A. are now long
 dead, and the said T. T. living, and that
 said W. T. by his last Will and Testament
 Writing, bearing date the, &c. day of, &c.
 amongst other Gifts and Demises therein given
 bequeathed, did give and bequeath his two
 of N. and S. and his Term therein to
 unto the said T. T. upon Condition that
 should pay unto the said S. 4 *l.* per Annum,
 during the continuance of the said Leases, and
 longer of them, which if he should refuse to
 then and in that case he the said W. T. gave
 the said Leases, and of the same Will made
 constituted A. the then Wife of the said W.
 executrix, and shortly after died, and the said
 him survived, and duly proved the said Will,
 and by the same Will and Probat appear-
 And whereas the said T. T. made default
 payment of the said 4 *l.* yearly, and did not
 pay any part thereof unto the said S. by
 whereof the said S. while she was Sole,
 she and the said T. B. after their Intermar-
 became interessed and entituled in and
 the said Messuage and half Yard Land,
 the said Lane, with their Appurtenances,
 all the rest and residue of the said Term of
 years therein to come and unexpired, if the
 T. T. shall so long live, the Reversion in
 of which said Premises is now by lawful
 come, descended and vested in the said
 Now witness this Indenture, That the said
 T. and S. his Wife, for and in Consideration
 of the Sum of, &c. of lawful Money of *England*
 Rent to them the said E. and S. or one of them, be-
 the en sealing and delivery of these presents
 by

Grant.

Habendum.

Covenant for
quiet enjoy-
ment against
the Grantors.

by the said I. N. well and truly satisfied and pa
whereof and wherewith they the said T. B. and
S. acknowledge themselves fully satisfied and
contented, Have bargained, sold, granted, lea
se, assigned and set over, and by these p
sents do bargain, sell, grant, release, assign and
over unto the said I. N. his Heirs and Assigns
as well the said recited Indenture of Lease, as
also all and singular the said Messuage and
Yard Land called S. and the said Lane and the
Appurtenances, and all the right, title, interest,
term, claim and demand whatsoever, of the
the said T. B. and S. his Wife, and of either
them, of, in and to the same Messuage and
Yard Land and the said Lane, and their Appur
tenances, yet to come and unexpired in the
recited Indenture of Lease, and by virtue of the
said recited last Will and Testament of the
W. T. or by any other means whatsoever;
have and to hold the same Premises, and every
part thereof, with their Appurtenances, unto the
said I. N. his Heirs and Assigns for ever. And the
said T. B. for himself and the said S. his Wife
and for either of them and either of their Ex
ecutors and Administrators, and for every one
of them, doth covenant, promise and grant to the
said I. N. his Heirs, Executors, Administrators
and Assigns, and to and with every one of
them by these presents, That he the said I. N.
his Heirs and Assigns, and every of them, shall
and may from time to time, and at all times
hereafter, during the residue of the said Term
of 80 years (if the said T. T. shall so long live)
quietly and peaceably have, hold and enjoy the
said Messuage and singular the said herein before bargained
and released Premises, without any manner of let,
trouble, molestation, eviction, ejection or
denial of them the said T. B. and S. his Wife

either of them, their or either of their Executors, Administrators or Assigns, or of any other person or persons whatsoever, lawfully having or lawfully claiming the same Premises or any part thereof, by from or under them or any or either of them. In witness, &c.

Joyntures.

Settlement after Marriage by Fine, in pursuance of Articles of Agreement, with limitation of two Joyntures, Provisions for Portions and Education of young Children, &c.

THis Indenture Tripartite made, &c. Between Sir J. B. and Dame M. his Wife of the first part, A. B. and C. D. of the second part, and S. B. son of the said Sir J. B. and M. Daughter of the said A. B. of the third part Witnesseth, That for and in Consideration of a Marriage already had and Solemnized between the said S. B. and M. and of the Sum of 2000 l. of lawful Money of England, to be paid unto the said Sir J. B. for the Marriage Portion of the said M. in such manner as is expressed in certain Articles of Agreement Indented, made between the said Sir J. B. and A. B. before the Intermarriage of the said S. B. and M. and for the settling a Joynture on the said M. in pursuance of the said Articles, in case she the said M. shall happen to survive and over-live the said S. B. her Husband, and in full satisfaction of all Dower, right and title of Dower which she the said M. may at any time hereafter demand of in or out of all or any the Lands or Hereditaments which now are and

Consideration.

Q

here-

Joyntures.

Covenant for
levying a Fine.

hereafter shall be of the said S. B. And to the intent and purpose that all and every the Mannors, Messuages, Lands and Hereditaments may be settled and be and continue so long as it shall please God, in the Name and Blood of the said Sir J. B. and in full performance of the said Articles on the part of the said Sir J. B. It is covenanted, concluded and agreed by and between the said parties to these presents, and the said Sir J. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and agree to and with the said A. B. and C. D. their Heirs and Assigns, That they the said Sir J. B. and S. B. shall and will before the end of *Hillary Term* next ensuing the Date of these presents, in due form of Law, levy and acknowledge before his Majesties Justices of the Court of Common-Pleas at *Westminster*, or before some other competent person or persons in that behalf to be lawfully authorized, one or more Fine or Fines *Sur Conusance de droit come ceo, &c.* with Proclamations thereupon, to be had and made according to the usual course of Fines with Proclamations for assurance of Lands in such cases used, and the form of the Statute in that behalf made and provided, unto the said A. B. and C. D. and their Heirs, or the Heirs of one of them, of all that, &c. and of the Reversion and Reversions, Remainder and Remainders of all and singular the said premises and of every part and parcel thereof, the said Fine or Fines to be by the Name or Names &c. or by such other apt and convenient names or names, additions, descriptions, quantities, qualities, contents and numbers of Acres, or otherwise, in such manner and form as by them the said A. B. and C. D. or either of them, their Heirs or Assigns, or any of them, or by their or either of their Counsel Learned

in the Law, shall be reasonably devised, advised
or required. And it is declared and agreed by
and between all and every the said parties to
these presents, and in particular the said Sir J. B.
and S. B. do for themselves, &c. declare and agree,
That the said Fine so or in any other sort to be
levied and executed, and all and every, other
Fine and Fines, Conveyances and Assurances
already had and Executed, or hereafter to be
executed by and between the said parties to
these presents, of the said Mannors and Premisses,
or any part thereof, shall be and enure, and shall be
adjudged, construed, deemed and taken to be and
enure; and is and are meant and hereby declared
to be and enure, and the said Cognizees in the said
fine to be named, and their Heirs, shall stand
and be seized of the said Mannors and Premisses
comprized, or intended to be comprized in
the said Fines and of every part thereof, to the
several uses intents and purposes, and upon and
under the several and respective Trusts, Pro-
visions, Limitations and Conditions herein after
limited, declared and appointed concerning the
same, and to no other use, intent or purpose
whatsoever; (That is to say,) As for, touching
and concerning all that, &c. to the use of the said
J. B. and his Assigns, for and during the Term
of his Natural life, without impeachment of or
any manner of Waste, and from and after
the determination of that Estate, to the use of
the said Dame M. his Wife for part of her Joyn-
ture, for and during the Term of her Natural
life, and from and after the determination of
those Estates to such person and persons, and for
the same use and uses as the parcels herein next
mentioned are limited and declared. And
for and concerning all those, &c. to the use
and behoof of the said S. B. for and during the

Enurement of
the Fine.

To Sir J. B.
for Life.

Remainder to
Dame M. his
Wife, for part
of her Joyn-
ture.

sixth, seventh, eighth, ninth tenth, and every
 other Son and Sons of the Body of the said J. B.
 in the Body of the said M. his Wife lawfully
 begotten and to be begotten, severally and suc-
 cessively one after another, as they and every of
 them shall be in Seniority of Age and priority of
 birth; and the heirs Males of the Bodies of all
 and every such Son and Sons lawfully issuing,
 the elder of such Sons and the heirs Males of his
 Body lawfully to be begotten being always pre-
 ferr'd before the younger of such Sons, and the
 heirs Males of his Body issuing; and for default
 of such Issue Male living at the time of the de-
 cease of the said S. B. if the said M. Wife of the
 said S. B. shall be *enfeint* of a Child at the time
 of his decease, then to the use of the said A. B.
 and C. D. and their Heirs until the birth of such
 after-born Child or Children, or death of the
 said M. Wife of the said S. B. which shall first
 happen; and if such after-born Child or Chil-
 dren shall be born alive, and shall be a Son or
 Sons, then to the use of such after-born Son and
 Sons, and the heirs Males of the respective Bo-
 dies of such after-born Son and Sons lawfully
 issuing successively, and so as the elder and first-
 born of such after-born Son and Sons, and the
 heirs Male of his Body lawfully issuing, shall
 and may be preferr'd before the younger of
 such Son and Sons and the heirs Male of his
 Body issuing; And for default of such Issue,
 to the use and behoof of such other Son
 and Sons of the Bodies of the said Sir J. B. and
 Dame M. his Wife, as they the said Sir J. B.
 and Dame M. his Wife, by any Writing under
 their Hands and Seals, or under the Hand
 and Seal of the Survivors of them shall nomi-
 nate and appoint during his or their Lives, and
 the heirs Males of the Body or Bodies of such
 other

Remainder to
 Sons of Gran-
 tor, by his ap-
 pointment.

For default of
Appointment,
to heirs Males.

Further Joynture.

Limitation of
a Term to
Trustee.

other Son or Sons lawfully issuing ; and for default of such appointment, then to the use and behoof of the heirs Males of the Bodies of the said Sir J. B. and Dame M. his Wife ; and for default of such Issue then to the use and behoof of the right Heirs of the said Sir J. B. and Dame M. his Wife for ever. And as for and concerning all, &c. to the use and behoof of the said Sir J. B. for and during the Term of 80 years (if the said S. B. shall so long live) without impeachment of or for any manner of Waste. And after the determination of that Estate, to the use and behoof of the said Dame M. Wife of the said Sir J. B. for the Term of 80 years (if the said S. B. shall so long live ; and from and after the end or sooner determination of those Estates, to the use and behoof of the said M. Wife of the said S. B. for and during the Term of her Natural life, for her further Joynture and in lieu of her Thirds and Dower, and from and after the decease of the said M. Wife of the said S. B. then to the use and behoof of the said Sir J. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waste, and from and after his decease, to the use and behoof of the said Dame M. Wife of the said Sir J. B. for and during the Term of her Natural life : And from and after the several Deceases of the said M. Wife of the said S. B. and of the said Sir J. B. and of Dame M. his Wife, then to the use and behoof of the said S. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waste ; and from and after the several Deceases of the said Sir J. B. and M. his Wife, and of the said S. B. and M. his Wife, to the use of the said A. B. and C. D. their Heirs, Executors, Administrators and Assigns, for and during

ring the Term of 99 years fully to be com-
 eat and ended, on such Trusts and subject to
 ch Provisoos and Conditions as are herein
 ter expressed. And after the determination
 that Estate, then to the use of the heirs Males
 the Body of the said S. B. on the Body of any
 Woman or Women lawfully to be begotten,
 which he the said S. B. shall hereafter take to
 wife, and the heirs Males of their Bodies issuing.
 and for default of such Issue, then to the use of
 ch other Son and Sons of the Bodies of the said
 J. B. and Dame M. his Wife, as they the said
 J. B. and Dame M. his Wife, or the Survivor of
 them shall by any Writing or Writtings under
 their Hands and Seals, or under the Hand and
 seal of the Survivor of them, nominate and
 appoint, during his or their Lives, and the heirs
 Males of the Body or Bodies of such other Son
 Sons lawfully issuing; and for want of such
 appointment, then to the use and behoof of
 the heirs Males of the Bodies of the said Sir J. B.
 and Dame M. his Wife; and for default of such
 issue, then to the use and behoof of the right
 heirs of the said Sir J. B. and Dame M. his Wife for
 ever. And as for and concerning all, &c. whereof
 Use herein is before limited to the said M-
 wife of the said S. B. for her Joynture, to the use
 and behoof of the said Sir J. B. for and during
 the Term of his Natural life, without impeach-
 ment of or for any manner of Waste; and from
 and after the determination of that Estate, to
 the use of the said Dame M. Wife of the said
 J. B. for and during the Term of her Natural
 life for her further Joynture; and from and after
 the several deceases of the said Sir J. B. and Dame
 his Wife, and Survivor of them, to the
 use and behoof of the said S. B. for and during
 the Term of his Natural life, without impeach-

Afterward, to
 the Heirs
 Males.

If no Issue
Male, or Issue
Male all dye,
and but one
Daughter,
then such a
Portion and
such allowance
for Education.

ment of or for any manner of Waste ; and from
and after the several Deceases of the said Sir A.
and Dame M. his Wife , and of the said S. B.
then to the use and behoof of *Trustees* for
99 years, upon Trusts following (ut supra,)
Remainder to Tail Male general of S. B. (ut supra)
Remainder to other Sons of Sir J. B. and Dame M.
by Appointment (ut supra,) *for default of Appoin-*
ment, to heirs Males (ut supra,) *Remainder to right*
Heirs (ut supra. And as for and concerning
the said several Terms of years so limited
to them the said A. B. and C. D. their Executors
Administrators and Assigns, as aforesaid, it is
declared, That the same is so limited to the
to the uses, intents and purposes, and upon and
under the several Trusts, Provisoos and Limita-
tions herein after declared, limited and appoint-
ed concerning the same; (That is to say) in case
the said S. B. shall dye without any Issue Male
of his Body, begotten on the Body of the said
M. his intended Wife, born at, or to be born
after his death ; or if the heirs Males between
them begotten shall happen to die without Issue
Male of their Bodies issuing, before his or their
Age or Ages of 21 years, and there shall be one
or more Daughter or Daughters of the Body of
the said S. B. on the Body of the said M. his in-
tended Wife begotten, which shall attain to the
respective Age or Ages of 18 years, or be mar-
ried, which shall first happen, Then in Trust
that they the said A. B. and C. D. their Executors
Administrators and Assigns, and the Survivors
and Survivors of them, after the several Decases
of the said Sir J. B. and Dame M. his Wife, and
S. B. and every of them, shall out of the Residue
Issues and Profits of all and singular the premises
herein before to them particularly limited, or by
Lease, Sale or Mortgage thereof, or any power
thereto

of, raise the Sum of pounds of lawful
 money of *England*, which said Sum shall be paid
 such Daughter or Daughters in manner and
 following; (that is to say,) If there shall
 be but one such Daughter, then to such one
 Daughter at her Age of 18 years, or day of
 Marriage, which shall first happen, the Sum of
 pounds; and in the mean time in Trust,
 they the said A. B. and C. D. and the Survi-
 vours of them, and the Executors, Administrators
 Assigns of such Survivor, shall after the
 several Deceases of the said Sir J. B. and Dame
 his Wife, and S. B. and every of them, out
 of the Rents, Issues and Profits of the premisses,
 and pay to such Daughter the yearly Sum
 £. for her Maintenance: And in case there
 shall happen to be two or more such Daughters
 in Trust, that they the said A. B. and C. D.
 Executors, Administrators and Assigns, and
 the Survivor of them, shall out of the Rents,
 Issues and Profits of the Premises, or by Sale,
 Lease or Mortgage thereof, or of any part
 thereof, raise and pay unto such Daughter or
 Daughters the Sum of pounds of lawful Mo-
 ney of *England*, equally to be divided between
 them, the said respective payments of their re-
 spective shares and proportions of the said Sum
 pounds, to be paid them and every of
 them at their respective Ages of 18 years, or
 day of Marriage, which shall first happen.
 And after the payment, as aforesaid, of any such
 share or proportion, or more, made to any of
 the said Daughters, as aforesaid; If any other of
 the said Daughter or Daughters shall happen to
 die before her or their respective Age or Ages
 of 18 years, or days of Marriage, then on fur-
 ther Trust, that the said Trustees and the Sur-
 vivours of them, the Executors, Administrators
 and

If more
 Daughters,
 what Porti-
 ons.

If after any
 have received,
 any of the
 other die be-
 fore theirs
 due, the share
 of such so dy-
 ing to be paid
 amongst Sur-
 vivors.

Education
Money, if
more Daugh-
ters than one.

If a Son and
other Chil-
dren, than such
other Children
to have so
much *per Ann.*
for Education.

and Assigns of such Survivor, her or their respective shares and proportions, shall likewise raise and pay, or cause to be paid to the surviving Daughter or Daughters, (the payment of her or their former shares or proportions, as aforesaid, in any wise notwithstanding.) And upon further Trust, that until all the said several shares and proportions of pounds, shall be paid unto the said Daughter and Daughters respectively, the said A. B. and C. D. and the Survivor of them, the Executors, Administrators and Assigns of such Survivor, shall after the several Deceases of the said Sir J. B. and Dame M. his Wife, and S. B. raise and pay, or cause to be paid to every such Daughter or Daughters respectively for their Maintenance the several and respective Sums of, &c. yearly, And it is hereby further declared and agreed by and between the said parties to these presents, if the said S. shall have a Son by him begotten on the body of the said M. his Wife living at the time of the decease of the said S. B. or born after his death, and shall have any other Child or Children by him begotten on the body of the said M. his intended Wife, to be living at the time of the decease of the said S. B. or to be born after his death, and that such other Child or Children have no sufficient livelihood, maintenance or preferment, then upon further Trust, That the said A. B. and C. D. and the Survivor of them the Executors, Administrators and Assigns of such Survivor shall until such other Child or Children of the said S. (other than the Eldest Son of the said S.) without such maintenance or livelihood as aforesaid, shall attain unto their several and respective Ages of twenty one years or days of Marriage, shall after the several and respective decease of the said J. B. and Dame M. his Wife

either of them out of the Rents, Issues and
 of the Premises, raise and pay or cause
 be raised and paid to every such Child and
 dren, (other than the Eldest Son of the said
 or said) severally and respectively the yearly
 of, &c. for his, her and their respective
 maintainances. And it is hereby further decla-
 by and between all the said parties to these
 ents; That in case the said S. shall have a
 by him begotten on the body of the said M.
 Wife, who shall in the life time of the said
 or after come to the full Age of twenty one
 or be married, and shall have any other
 or Children, by him also begotten on the
 of the said M. his Wife, and living at the
 of the decease of the said S. or to be born
 his decease, That then the said A. B. and
 the Survivor of them, the Executors, Ad-
 ministrators and Assigns of such Survivors out of
 Rents, Issues and Profits of the Premises so
 ed to them as aforesaid, or by Sale, Lease or
 tgage thereof, or of any part thereof after
 several deceases of the said Sir J. B. and
 e M. his Wife, and of the said S. and every
 em shall raise such Sum and Sums of Money
 exceeding in the whole, the Sum of
 ids, &c. for the Portion and Portions, further
 ntainance and maintainances of all and every
 Children of the said S. (other than the
 st Son of the said S.) and to be paid at such
 and times, and in such proportion and pro-
 ons as the said S. by any Writing under his
 d and Seal executed, and testified by three or
 e credible Witnesses, or by his last will and
 tament in Writing executed and testified as
 esaid, shall limit, declare and appoint. And
 hereby further declared by all the said par-
 to these Presents, That from and after the
 said

If Issue Male
 attain full age
 or marry
 then Trustees
 to raise Sum
 for younger
 Childrens, por-
 tions and
 maintainances
 as S. shall ap-
 point.

Trustees after
Portions and
Maintainances
paid, to settle
residue of
Term on him
in remainder.

If all younger
Children die
before eigh-
teen years or
Marriage,
then the
Terms before
limited to
Trustees not
charge the
Lands with
such Portions.

If he in Re-
mainder pay
or secure, &c.
then Terms
to cease.

said Sum of, &c. and the said Sum of, &c. be mentioned shall be raised and paid in manner aforesaid, and also from and after the several yearly maintainances of, &c. aforesaid, shall be raised and paid as aforesaid, That then the A. B. and C. D. and the Survivor of them, Executors, Administrators and Assigns of the Survivor shall convey, surrender, assign and give up the remainder and remainders of the Term of 99 years to such person or persons, whom the next and immediate Reversion and Inheritance of the said Premises expectant upon the said Terms of 99 years, shall then for the time being belong by virtue of these Presents, or by any other ways or means whatsoever, discharge of all Incumbrances at any time then before made by them the said A. B. and C. D. or either of them, their or either of their Executors, Administrators or Assigns. Provided always, that if the said Daughter or Daughters the said S. and M. his Wife to be begotten shall happen to die before her or their respective Ages of Eighteen years or days of Marriage; or in case the said S. shall have Issue by the said M. his Wife, several Sons or one Son, and one or more Daughter or Daughters, if all the said younger Son and Sons, and Daughter or Daughters shall happen to die before their Ages of Eighteen years or days of Marriage: Then the said Term of 99 years shall not extend to charge the said Mannors and Premises with the said Sum of, &c. for such Daughter or Daughters, nor with the said Sum of, &c. for such younger Son or Sons respectively. Provided also, That if the said Sum of, &c. or any part thereof shall become payable to such Daughter or Daughters aforesaid; or in case the said Sum of, &c. or any part thereof shall become payable to

younger Son and Sons or Daughter and
 daughters as aforesaid, and such person or per-
 son to whom the Reversions, Freehold or Inhe-
 rance of the same Premises, or any Estate in
 remainder immediately expectant on the said
 several and respective Terms, according to the
 provisions herein before contained, shall for the
 being, come, descend or appertain, shall
 within one year next after the decease of the
 S. B. well and truly pay or cause to be paid,
 to the good liking of the said A. B. and C. D.
 the Survivor of them his Executors, Admini-
 strators and Assigns, secure or cause to be secured
 to be paid to such Daughter or Daughters the said
 Sum of, &c. or to such younger Son or Sons,
 Daughter or Daughters the said Sum of, &c. in
 manner and at such time and times as the
 same are respectively payable aforesaid, or with-
 in six months after the same or any part thereof
 shall be payable as aforesaid, and shall also pay
 secure to be paid as aforesaid to such Daugh-
 ter or Daughters, and to such Son and Sons all
 every the said yearly Maintainances of, &c.
 aforesaid, respectively as aforesaid, then the said
 respective Terms of ninety nine years so limited
 to them the said A. B. and C. D. as aforesaid
 shall cease, determine and be void, any thing
 herein before contained to the contrary thereof,
 notwithstanding. Provided always, *Proviso, For*
 it is declared and agreed by and between all *making a*
 said parties to these Presents, That it shall *Joynture for*
 may be lawful to and for the said S. B. *two, or other*
 and after the decease of the said M. his *Wife.*
 without any Issue Male of her Body by
 said S. B. lawfully to be begotten then living,
 any Writing or Writings under his Hand
 Seal, testified by two or more credible Wit-
 nesses to assign, limit and appoint all or any
 part

part of the Premisses, herein before limited to the said S. B. for his life, for his present maintenance, to any person or persons, to or for the use of any Woman or Women which he the said S. B. shall happen to take to Wife, after the decease of the said M. his Wife, without any Male on her Body by the said S. B. begotten living as aforesaid, for the life or lives of his Wife or Wives, for her or their Joynture or Joyntures: And that from and after such Limitation and Appointment, the said Fine and Fines as aforesaid, or in any other manner to be had executed, and the said cognizees therein named and their Heirs shall stand and be seized of that part of the Premisses, as shall be so appointed or limited to the use of such Woman or Women as the said S. B. shall hereafter fortune to marry for and during the natural Life and Lives of such respective Wife or Wives in manner aforesaid, any thing herein before contained to the contrary thereof in any wise notwithstanding. Provided also, That it shall and may be lawful to and for the said Sir J. B. and after his decease to and for the said Dame M. his Wife in case she happen to survive him, and also to and for the said S. B. for and during the several and respective Terms, of their several and respective natural Lives respectively from time to time and at all times from and after the day of, &c. next ensuing, and from and after the several deceases of the said Sir J. B. and of the said Dame M. his Wife, and of the said S. B. to and for any person or persons, to whom any use or Estate is herein before limited, respectively of the said Premisses or any part thereof, being in Possession of such Use or Estate during the respective natural Lives, being of the Age of twenty one years or above, by any Deed

Proviso, For making of Leases.

Being of 21 years age.

is indented, signed, sealed and delivered in
 presence of three or more credible Witnesses,
 take any Lease or Leases, Demise or Demises
 the Premises or of such respective part there-
 as they shall be so in Possession of, by ver-
 of and according to the several and respe-
 Limitations herein before to them made;
 such Lease or Leases be in Possession and
 in Reversion, and so as such Lands have been
 ly letten by the space of, &c. now last past,
 any person or persons for any Term or
 ns not exceeding three Lives, or for any For 3 Lives or
 ber of years not exceeding twenty one years 21 years.
 the making thereof, without any Fine or
 me, so as the best and most improved year- Without any
 ents, as for twenty one years last past had Fine.
 reserved, or so much Rent as really and
 side may be got for the same, be thereupon Reserving as
 ctively reserved to be due and payable, du- much Rent
 the whole Term and Terms of such respe- bona fide as can
 Lease and Leases, so as in and by every be got.
 Lease and Leases, the respective Lessee and Lessees to be
 es therein named, their Executors, Admi- restrained
 tors and Assigns, be restrained from doing from doing
 offering any wast or spoil to be done in and wast.
 the said so to be demised Premises and
 y part thereof: And so as every such Lessee
 Lessees do seal and deliver Counterparts of Lessees to seal
 Lease or Leases, All and every which said counterparts
 ctive Rent and Rents, with the Counter- of Leases.
 of such Lease or Leases, it is Covenant-
 and declared, by and between all the said
 s to these Presents, shall from time to time
 in and come to all and every such respe-
 person and persons, to whom the use and
 of of the said Premises are before respe-
 y limited and declared in and by these
 ents; And that in such Case and Cases, and
 upon

Trustees to
stand seized
to use of
Lessees.

upon the making and granting such Lease
Leases as aforesaid, the said A.B. and C. and
Survivor of them his Heirs and Assigns, to
stand and be seized of such part and part
the Premises as shall happen so to be Leased,
the use and behoof of such respective Lessee
Lessees their Executors and Administrators,
according to their several Leases and Estates,
said several and respective Lessees their Exe-
cutors, Administrators and Assigns paying the
several Rents upon their several Leases to be
served, and of the Reversion and Reversion
Remainder and Remainders of the said Pre-
sents, to the several and respective uses before
these Presents limited and expressed. In Wit-
&c.

*A Settlement upon Marriage in pursuance of Act
of Agreement, where the Estate passes by Record
The Uses declared in this Deed, wherein a
Jointure is limited for the Wife, remainder settled
the Issue, with good Provisions for younger Sons
Daughters.*

Consideration.

THIS Indenture Quadripartite made,
between E. B. of, &c. and J. his Wife of
first part, H. H. of, &c. and W. R. of, &c.
the second part, E. P. of, &c. and M. W. of
third part, and Dame Martha H. alias, &c.
lict of W. J. deceased of the fourth part
nesseth, That for and in Consideration of a
riage already had and solemnized between
said E. B. and J. his Wife, one of the Daughters
of the said W. J. and also in Consideration of
Sum of, &c. of Lawful Money of England
the said Dame M. H. alias J. in hand paid by
the Marriage Portion of the said J. mentio-

in certain Articles of Agreement indented, and bearing date the day of, &c. last past, before the date hereof, made between the said E. B. of the one part, and the said Dame M. H. *alias* J. of the other part, by such names and additions as are therein expressed, of and for which said Sum of, &c. the said E. B. doth hereby acknowledge himself fully satisfied and paid, and therefore doth hereby acquit the said Dame M. H. *alias* J. her Heirs, Executors and Administrators, and to the intent and purpose that the Mannors, Lands, Tenements and Hereditaments with the Appurtenances herein after mentioned, may in part of performance of the said Articles be conveyed, settled and assured as well to the said J. for her natural life, for part of her Joyniture, and towards her lively-hood and maintenance in case she shall Survive the said E. B. as for the continuing thereof afterwards in the Blood and lineage of the said E. B. and for the making of some provision for the Children of the Body of the said E. B. which are or shall be by him begotten on the Body of the said E. B. and for the settling, conveying and assuring of the Mannors, Messuages, Tenements and Hereditaments with their Appurtenances hereafter in these presents mentioned, to such uses, intents and purposes, and under such Provisoos and Conditions as are herein hereafter mentioned, limited, declared and expressed, and for divers other good and valuable Causes and Considerations, thereunto moving, he the said E. B. doth for himself, his Heirs, Executors and Administrators, and every of them Covenant, Promise and Agree to and with the said M. H. *alias* J. his Executors and Administrators, by these presents, That he the said E. B. shall and will on his part, and before the day of next ensuing

R the

Covenant to convey the Lands to make Tenant to the Precepe.

the date hereof by good, lawful and sufficient conveyances and assurances in the Law, at his own costs and charges, grant, convey and assure unto the said E. P. and M. W. and to their Heirs, or to the Survivor of them and his Heirs, and that the Mannor, &c. and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and of every part and parcel thereof, and all the Estate, Right, Title, Interest, Claim, Property and Demand whatsoever, of him the said E. B. his Heirs and Assigns, of, in and to the same, To the intent and purpose only, That by force and vertue of such grant, conveyance and assurance, they the said E. P. and M. W. and the survivor of them may be and be adjudged to be perfect Tenants of the Free-hold of all and singular the said Mannors and Premises, with their and every of their Appurtenances, until one or more perfect Recovery or Recoveries thereof may be had against them the said E. P. and M. W. or against the Survivor of them, or the Heirs of such Survivor, for which end and purpose they the said E. P. and M. W. and the Survivor of them shall and will permit and suffer the said H. H. and W. R. or the Survivor of them, to Commence, sue forth and Prosecute against the said E. P. and M. W. or the Survivor of them, or against the Heirs of such Survivors, One or more Writ or Writs of Entry *Sur Deseizin en possession*, to be returnable before the Justices of His Majesties Court of Common Bench at Westminster, according to the usual course and manner of Common Recoveries, in such cases used and accustomed in the said Court; In and by which said Writ and Writs, the said H. H. and W. R. shall demand against the said E. P. and M. W. or the Survivor of them, the said Mannor

Mess

Messuages and all and singular other the said Premises, with their and every of their Appurtenances, by such apt and convenient name or names, quantity, quality or number of Acres, or other certainty or description in the said Writ or Writs of Entry to be comprized, unto which said Writ or Writs of Entry so to be commenced, sued forth or prosecuted as aforesaid, they the said E. P. and M. W. or the survivor of them shall appear in their own person or persons, or by their Attorney or Attornies in that behalf to be authorized, and shall make defence therein according to Law, and thereupon vouch to Warranty thereof, the said E. B. who shall thereupon likewise appear either in his own proper person, or by his Attorney or Attornies in that behalf to be authorized, and shall make his defence therein according to Law, and shall thereupon Vouch to Warranty thereof, the common Vouches who shall thereupon appear and imparle, and in Contempt of the Court depart, and make default whereby a perfect Recovery may be had and executed, and accordingly shall be had and executed of the Mannor, Messuages and Premises aforesaid, with their and every of their Appurtenances, according to the usual course of Common Recoveries for Assurance of Lands, Tenements and Hereditaments in such cases used and accustomed in his Majesties Court of Common Bench at *Westminster* aforesaid. And is hereby declared, by and between all and every the said parties to these presents, That the said common Recovery or Recoveries so as aforesaid, or in any other manner to be had and executed, and all other Common Recoveries whatsoever had or executed, or to be had and executed of the said Mannor, Messuages, Lands,

The use of the Recovery.

Upon Husband for life.

Limitations to Trustees to preserve contingent remainders

Hereditaments and Premisses with their Appurtenances or any part thereof, by or between the said parties to these presents or any of them from and immediately after the perfecting thereof, shall be and enure, and shall be adjudged deemed and taken to be and enure and the said Demandant and Demandants, Recoverer and Recoverers therein, his and their Heirs, and all and every person and persons by vertue thereof seized, or to be seized of the said Mannors and Premisses with their Appurtenances, shall stand and be seized thereof to the several and respective uses, intents and purposes, and under the several Provisoos and Conditions hereafter in these presents limited, expressed and declared and to no other use, behoof, intent or purpose whatsoever; (that is to say,) To the use and behoof of the said E. B. for and during the Term of 99 years, if he the said E. B. shall so long live without impeachment of or for any manner of Waste, and from and after the end, expiration or other determination of the said Term of 99 years, then to the use and behoof of the said H. and M. W. their Heirs and Assigns, for and during the natural life of the said E. B. upon trust to support and preserve the contingent Uses, Estates and Remainders thereof, hereafter in these presents limited and declared, from being defeated, barred or destroyed, and for that end and purpose to make Entries as occasion shall require. In witness, &c.

Lease

Leases.

*A Lease of a Messuage and Lands in the Country,
with several special Reservations and Covenants.*

THis Indenture made, &c. Between M. H. of, &c. in the County of, &c. of the one part, and J. W. of, &c. in the County of, &c. of the other part, Witnesseth, That the said M. H. as well for and in Consideration of the Rents and Services herein after reserved, and of the performance of the Covenants and Agreements herein hereafter mentioned and expressed to be kept, done and performed on the part and behalf of the said J. W. and his Executors, Administrators and Assigns, as also for divers other good valuable Causes and Considerations her thereto especially moving, Hath demised, granted, set and to Farm-letten, and by these presents doth demise, grant, set and to Farm-let unto the said J. W. his Executors, Administrators and Assigns, all that Messuage or Tenement, with the Appurtenances, situate standing and being in, &c. in the said County of, &c. To have and to hold the said mentioned demised Premises and every part thereof, with the Appurtenances unto the said J. W. his Executors Administrators and Assigns, for and during, and unto the full end and Term of 99 years from thence next ensuing, and fully to be compleat and ended, if the said M. H. shall so long live; Yielding and paying therefore yearly, and every year during the said Term hereby demised unto the said M. H. and her Assigns, the yearly Rent or Sum of, &c. of lawful Money of England, upon the

Habendum.

Reddendum.

R 3

Feast.

*Redden'd more
for Plowing.*

Distress.

Feast-days of *St. Michael* the Archangel and the Annunciation of the Blessed Virgin *Mary*, by even and equal portions, The first payment thereof to begin upon the Feast-day of *St. Michael* the Archangel next ensuing the date hereof: And also yielding and paying unto the said M. H. and her Assigns, yearly and every year during the said Term thereby demised, upon the Feast-day of *St. Michael* the Archangel and the Annunciation of the Blessed Virgin *Mary*, by even and equal portions, the yearly Rent or Sum of, &c. of lawful Money of *England*, for every year of the said demised Premises, which the said J. W. shall plow, eyr, break up or convert into Tillage, or cause or procure to be plowed, eyred, broken-up or converted into Tillage, other than such of the said mentioned demised Premises as have usually heretofore and now are used in Tillage. And if it shall happen that the yearly Rent or Rents herein before-reserved, or any of them, or any part thereof shall be behind and unpaid, in part or in all, by the space of 20 days next after any of the said days or times at which the same ought to be paid, as aforesaid. That then and from thenceforth it shall and may be lawful unto and for the said M. H. and her Assigns, into the said mentioned demised Premises, and every or any part thereof, with the Appurtenances, to enter and distrain for the same, and the Distress and Distresses there found to take, lead and drive and carry away, and the same to detain, impound and keep until the said yearly Rent and Rents herein before in manner and form aforesaid reserved, and the Arrearages thereof, if any such shall be, shall be unto the said M. H. and her Assigns, fully satisfied, contented and paid. And if it shall happen, that the said yearly Rent or Rents herein before

reserved

reserved shall be behind and unpaid, in part or in all, by the space of 30 days next after any Re-entry. of the said days or times on which the same ought to be paid, as aforesaid (being lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the said M. H. and her Assigns, into and upon the said mentioned demised Premises, and every part thereof, with the Appurtenances, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in his or their former Estate or Title, any thing in these presents contained to the contrary thereof in any wise notwithstanding. And the said J. W. for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise, grant and agree to and with the said M. H. her Executors, Administrators and Assigns, and every of them by these presents, That he the said J. W. his Executors, Administrators or Assigns, or some of them, shall and will yearly and every year, and from time to time, during the said term hereby demised, well and truly content, satisfy and pay, or cause to be paid unto the said M. H. and her Assigns, the said yearly Rent or rents herein before reserved, to be payable at the several days and times herein before appointed for the payment thereof, and in such manner and form as the same shall hereafter grow due and payable, according to the true intent and meaning of these presents. And the said M. H. for her self, her Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise grant and agree, to and with the said J. W. his Executors, Administrators and Assigns, by these presents, That she the said M. H. her Executors, Administrators and Assigns, shall on this side and before the, &c.

A Covenant to pay the Rent.

A Covenant from the Lessor to set the Messuage in good Repairs.

Covenant
from the Les-
see to keep re-
pairs in the
Houses, Hedg-
es and Ditch-
es.

day of, &c. next ensuing the date hereof, amend and put the said Messuage or Tenement, and the Building and Out-houses thereunto belonging, at her own proper costs and charges, in good and Tenantable repair. And the said J. W. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant promise, grant and agree to and with the said M. H. her Executors, Administrators and Assigns, and every of them by these presents, in manner and form following: (That is to say,) That the said J. W. his Executors, Administrators and Assigns, shall and will from time to time, and at all times from and after the said, &c. day of, &c. next ensuing the date hereof, for and during all the then rest and residue of the said Term hereby demised, when and so often as need shall require, well and sufficiently repair, uphold, maintain amend and keep the said mentioned demised Messuage or Tenement, and all the Buildings, Barns, Stables, Walls, Mounds and Fences thereunto belonging in good and sufficient Repair; and the same so well and sufficiently repaired, upheld, maintained, amended and kept in good and sufficient repair at the end and expiration of the said Term hereby demised, or other or sooner determination thereof, shall and will leave, surrender and yield up unto the said M. H. and her Assigns, or to such other person or persons to whom the next and immediate Reversion of and in the said mentioned demised Premises, with the Appurtenances, shall after the end and expiration, or other or sooner determination of the said Term hereby demised, belong and appertain: And also, That he the said J. W. his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the said Term hereby demised,

hereby demised, well and sufficiently repair, a-
 nd, scour, cleanse and keep in sufficient re-
 all the Hedges, Ditches, Fences and Mounds
 and about the said demised Premisses, the same
 well and sufficiently repaired, amended, scour-
 cleansed and kept in good and sufficient repair,
 the end and expiration or other sooner deter-
 mination of the said Term hereby demised, shall
 will leave, surrender and yield up unto the
 M. H. or her Assigns, or to such person or
 sons, or to whom the next and immediate Re-
 sion, of and in the said mentioned demised
 misses with the Appurtenances shall belong
 appertain. And further, that if at any time
 times hereafter during the said Term hereby
 demised, any of the Freeholders, Owners or Oc-
 ciers of any Land in, &c. aforesaid, shall at-
 tempt or go about to improve, or inclose the
 or commonable Fields of, &c. aforesaid, or
 any part thereof, That he the said J. W. his Ex-
 ecutors, Administrators or Assigns, shall not con-
 sent or agree thereunto, without the special Li-
 cense of the said M. H. first had and obtained
 under her hand and seal: And if the said M. H.
 shall give License, or shall think good to give
 License, that then the said J. W. his Execu-
 tors, Administrators and Assigns, shall also con-
 sent and agree to such Improvement or Inclo-
 sure, and shall freely yield and agree to the
 change of such parts of the said mentioned
 demised Premisses, as the said M. H. shall think
 good to make for any other Lands in, &c.
 aforesaid, in order to such Improvement or In-
 closure as aforesaid. And furthermore, that he
 said J. W. his Executors, Administrators and
 Assigns, shall and will yearly, and every
 year during the said Term hereby demised be-
 tween the, &c. day of, &c. and the, &c. day of,
 at

A Covenant
 not to consent
 to Inclosure.

A Covenant to
 bring Coals.

Not to cut
Hedges, but to
Scour the
Ditches.

Covenant not
to cut Ash or
Elm.

at his and their own proper Costs and Charges fetch for the said M. H. one sufficient Cart load of good Pit-coals, which shall contain two hundred weight at the least from such Coppit or Delphs within, &c. miles distance from the Town of, &c. aforesaid, or any other place within, &c. miles distance thereof, as the said M. H. shall from time to time direct and appoint the said M. H. from time to time, allowing unto the said J. W. his Executors, Administrators or Assigns, the price of each such load of Coals which the same shall cost at the Pits or Delphs from which the same shall be fetched, out of the next Rent that shall be due unto her, upon and by virtue of these Presents. And moreover that the said J. W. his Executors, Administrators or Assigns, shall not in any one year during the Term hereby demised, cut down any more of the Hedges, Thorns or Tynfel growing, or to hereafter during the said Term hereby demised shall grow upon the said demised Premises with the Appurtenances, or any part thereof, than only after the rate and proportion of two Acres length in any one year, and that in an Husbandlike and orderly manner, and at seasonable time in the year, and when, and so often as the said J. W. his Executors, Administrators or Assigns shall cut down any of the said Hedges, Thorns or Tynfel, the said J. W. his Executors, Administrators or Assigns, shall well and sufficiently cleanse and scour up the Ditches, Mounds and Trenches against the place where such Hedges, Thorns or Tynfel, shall be from time to time cut down. And also that the said J. W. his Executors, Administrators or Assigns, shall not at any time or times during the said Term hereby demised, Fell, Cut down, Crop, Lop or Plash any of the Trees of Ash or Elms stand

growing in or about the said demised Premises or any part thereof, but it shall or may be lawful to and for the said M. H. and her Assigns, at all seasonable times during the said Term hereby demised, at her will and pleasure to enter upon the said demised Premises or any part thereof, where any Tree or Trees of Ash or Elm is or are shall be growing, and the same Trees of Ash or Elm to Crop, top and plash, and the same Coppings, toppings and plashings have and receive, and for the carrying the same away, to come or enter upon the said demised Premises or any part thereof, with her Servants, Workmen, Horses or Carriages. And further, that the said J. W. his Executors, Administrators and Assigns, shall and will from time to time, and all all times during the said Term hereby demised, in an orderly and Husband-like manner, till, dress, manage, and order the Arable Lands, parcel of the said demised Premises, and the same also in an orderly and Husband-like manner, tilled, dressed, sown and ordered, and in as good heart and plight as the same now are in, maintained and kept, at the end and expiration of the said Term hereby demised, or other, or sooner determination thereof, shall and will leave, surrender and give up unto the said M. H. or her Assigns, or to such other person or persons, unto whom the next and immediate Reversion thereof shall come and appertain. And furthermore, That the said J. W. his Executors, Administrators and Assigns, shall and will yearly, and every year during the said Term hereby demised, in the month when Apples are usually gathered, deliver or cause to be delivered unto the said M. H. or her Assigns, four strikes of such Apples that shall be growing and gathered in the Orchard, parcel of the said demised Premises as the said M. H.

A Covenant
to keep Land
in good heart.

A Covenant
to deliver four
strikes of Apples.

A Covenant to
pay Taxes,
some by Lessor
some by Lessee.

M. H. or her Assigns, or any other person or persons in that behalf nominated and appointed her or her Assigns, shall chuse or think good have. And it is Covenanted and agreed by and between the said Parties to these Presents, That all such Taxes, Demises and Assessments, to be paid for the Church, Chappel or Poor of, &c. at or about the said, or the Parochial Church, unto which the said Town or Village of, &c. aforesaid doth belong or at any time or times during the said Term hereby demised, shall be taxed, set or imposed upon the said demised Premises or any part thereof, shall from time to time be paid and charged by the said J. W. his Executors, Administrators and Assigns, And all other Taxes and Assessments whatsoever, which at any time or times during the said Term hereby demised, shall be taxed, set or imposed upon the said demised Premises or any part thereof, shall be from time to time paid and discharged by the said M. H. her Executors, Administrators or Assigns, or be deducted and allowed unto the said J. W. his Executors, Administrators and Assigns, out of the Rent for the said demised Premises that shall be due, according to the reservation aforesaid, after the payment of the Taxes, Levies and Assessments, And the said M. H. for her self, Heirs, Executors and Administrators, doth hereby covenant, promise, grant and agree, to and with the said J. W. his Executors, Administrators and Assigns by these Presents, That he the said J. W. his Executors, Administrators and Assigns for and under the payment of the said yearly Rent and Rents herein before reserved, shall perform the performance of the Covenants, Promises and Agreements herein before expressed, to be kept and performed on the part and behalf of the said J. W. his Executors, Administrators

A-Covenant
from the Lessor
for quiet
enjoyment.

Assigns, peaceably and quietly, have, use, occupy, possess and enjoy the said demised Premises, and every part thereof with the Appurtenances, without the full let, suit, trouble, interruption, eviction, estimation or disturbance of the said M. H. her Heirs, Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, having or lawfully claiming to have, at any time or times hereafter, and during the said Term hereby demised, shall or may lawfully claim to have any lawful Estate, Right, Title or Interest, into or out of the said demised Premises, or any part thereof with the Appurtenances, by, from or unto the said M. H. her Heirs, Executors, Administrators or Assigns, or any of them, or by, for or under her, their or any of their Act or Acts, means, consent or procurement. In Witness whereof.

of a Messuage and Mills by a Joyntenant to a friend in Trust for 2000 years, to prevent Survivorship.

His Indenture made, &c. Between J. S. of, &c. Baker on the one part, and T. B. of, Ironmonger on the other part, Witnesseth, that the said J. S. as well for and in Consideration, of the full Sum of, &c. lawful Money of England to him before the enfealing and delivery of Presents, in hand paid, as also for divers causes and considerations, him in this behalf especially moving; Hath granted, bar- Grant.
ed, demised and set, and by these Presents grant, bargain, demise and set unto the said his Heirs, Executors, Administrators and Assigns,

Assigns, all that the moiety or half part of all Messuage or Tenement and Stable, and of those three Water-Corn-Mills with their Appurtenances, commonly called or known by name of B. Mills, with the moiety or other part of all the Edifices and Buildings, unto every or any of them belonging, And also that the moiety or half part of all that the Garden, Orchard, and Cherry Orchard therein in possession of one J. L. And all that the moiety or half part of all those two Meadows or Pasture Grounds, there called the Hornayl and Lands, And the moiety or half part of all other Meadow or Pasture Ground, there called the Fish-pool, and all that the moiety or half part of all that other little piece of Ground therein wherein certain other Twigs or Pearches grow, with their and every of their Appurtenances, All which said Garden, Orchard, several mentioned Meadows or Pasture Ground, are and usually have been used, occupied and enjoyed to and with the said Water-Corn-Mills, and all which together with the said Mills, and other the Premises are situate, lying and being at or near B. Bridge in the Parish of L. in the County of L. together with the moiety or half part of all Banks, Stanks, Ponds, Flood-gates, Weirs, Waters, Fishings, Commodities and Appurtenances whatsoever, unto the said Mills, Pasture Grounds, or to any of them belonging, or to any withal now or lately used or of right enjoyed. And the moiety or half part of all Rents received, and henceforth to become due and payable upon any Lease heretofore made of the said granted Premises, or any of them: To B. and to Hold the said moiety, or one half part of all the said herein before granted Messuages, Tenement, and Mills, and all other the Premises

Habendum.

to all the Estate, Right, Title, Interest, Use, Possession, Claim and Demand whatsoever of the said J. S. of, in or to the said moiety, or half part of all and singular the Premises, to him the said T. B. his Heirs, Executors, Administrators and Assigns, from the day next before the date hereof, for and during the full Term of 1000 years then next ensuing, and fully to be enjoyed and ended; Yielding and paying there yearly, and every year during the said Term to the said J. S. his Heirs and Assigns, the Rent of one Pepper corn at the 25th day of *December*, the same shall lawfully be demanded, And the said T. B. doth hereby ratifie and declare, That this present Deed is made unto him, his Executors, Administrators and Assigns, as a Deed only in trust, to sever the Joynttenancy and to prevent and bar all Tenancy of the said Premises, by the Survivorship of R. K. of, &c. in case he shall happen to Survive and over-live him the said J. S. Each said J. S. and R. K. for 126 l. of lawful Money of *England*, lately joyntly purchased and bought, the said Messuage, Barn, Garden, Orchards, Mills, Grounds, Banks, Stanks, Ponds, Wood-gates, Wears, Waters, Fishings, Commodities and Appurtenances herein before mentioned to them, their Heirs and Assigns for ever of the said J. S. of, &c. and M. his Wife, and R. L. of, &c. Son and Heir apparent of the said W. L. as by their Deed indented of Feoffment thereof unto the said J. S. and R. K. their Heirs and Assigns, executed with Livery and Seizin, and bearing date the 27th of *November*, in the year of our Lord, &c. doth appear. In Witness, &c.

Reddendum.

Lease

A Lease of Tythes by a Parson for 41 years, if he continue Rector of the Rectory so long.

Consideration.

Cant.

Habendum.

Reddendum.

THIS Indenture made, &c. Between J. of H. &c. Yeoman, on the one part, and D. G. of, &c. Yeoman, on the other part, Witnesseth, That the said J. W. for and in Consideration of the Annual Rent herein after reserved Hath demised, granted, set and to Farm-let, and by these Presents doth demise, grant, set and to Farm-let unto the said G. D. his Executors, Administrators and Assigns, all and all manner Tythes of Corn, Grain, Hay and Herbage, yearly growing, increasing, or happening within the parish of L. with all Profits of what kind soever belonging to the Parsonage or Rectory there; Except the Parsonage-House, Garden, the Court, and Yards and Buildings there, and the Gleab-Land belonging to the said Parsonage; To Have and hold, receive and perceive, and take all and every the said Tythes, Profit and Herbage, unto the said G. D. his Executors, Administrators and Assigns, from the day next before the date hereof, until the full end and Term of forty one years from thence next ensuing, and fully to be compleat and ended, if the said J. W. shall so continue Rector of the said Rectory; Yielding and paying therefore yearly and every year, during the said Term (if the said J. W. shall so continue Rector of the said Rectory) unto the said J. W. and his Assigns, the Rent and Sum of 20 l. s. of lawful Money of England, and upon the, &c. day of, &c. or within fifty days thence next following, at or in the Parsonage house aforesaid: Provided always, if the said Sum of 20 l. s. or any part thereof shall be behind and unpaid by the space of fifty one

after the, &c. day of, &c. in any or either of the
 said years (if the said J. W. shall so long continue
 Rector of the Rectory aforesaid, the same being
 lawfully demanded) then this present Lease to
 cease, determine, and be void and of none effect.

And the said G. D. doth for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise and grant, to

Covenant by
 the Lessee to
 pay the Taxes.

and with the said J.W. his Executors and Administrators, and to and with every of them by these presents, That he the said G. D. his Executors and Administrators, shall and will well and truly, from time to time, and at all times during the continuance of this Demise, pay and discharge all Military, Temporal and Civil Taxes, which shall be imposed upon the said demised premises, and shall pay and satisfy, from time to time, the Rent aforesaid, at the times aforesaid,

Covenant to
 pay the Rent.

within 50 days next after every of the said days of payment. And the said J. W. for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant, to and with the said T. G. his Executors, Administrators and Assigns, and to and with every of them by these presents, That for and under the Rents and Covenants herein before expressed on the part of the said G. D. his Executors, Administrators or Assigns, to be well and

Covenant for
 quiet enjoyment.

truly paid, satisfied and performed in manner as aforesaid, he the said G. D. his Executors, Administrators and Assigns, shall and may have, hold and enjoy the premises aforesaid, and every part and parcel thereof, during the said Term hereby granted, if the said J. W. shall so long be and continue Rector of the said Rectory, without any trouble, let, molestation, eviction, ejection, interruption or denial of him the said J. W. or his Assigns, or any other person or

S

persons,

persons, claiming by from or under him. In witness, &c.

Lease by Churchwardens, with special Reservations and Covenants.

THis Indenture made, &c. Between T. B. and D. H. Gent. Guardians of the Church of St. Michael in B. in the County of L. on the one part, and J. R. of, &c. on the other part, Witnesseth That the said Guardians, by and with the consent and approbation of H. D. C. O. R. B. and other of the Feoffees of the Lands belonging to the said Parish, and also of other the Parishioners there, as well and in Consideration of the yearly Rent herein and hereby hereafter reserved, to be truly paid in manner as hereafter in these presents is expressed, as also for and

Consideration. Consideration, That he the said J. R. his Executors, Administrators and Assigns, shall and will forthwith, with all convenient speed, at his and their, or some of their own proper costs and charges, amend and repair all and singular the Messuages, with the Appurtenances hereafter in these presents demised, in all and every the ruin and decays, and needful places to be mended thereof, with good, substantial and sufficient reparations, and with good and substantial materials, the same being now much ruinated and out of repair, Have demised, granted, set and to Farm-let, and by these presents do demise, grant, set and to Farm-let unto the said J. R. his Executors, Administrators and Assigns, all the Messuage or Tenement and Stables with the appurtenances, late in the occupation of him the said J. R. situate and being in, &c. in the City, between a Messuage or Tenement in the occupation of E. D. the elder, on

Grant.

North part, and a Messuage or Tenement in the occupation of J. G. on the South part; And which said demised Messuage, or Tenement and Stables was heretofore in the tenure or occupation of R. H. deceased, To Have and to Hold the said *Habendum.* demised Messuage, or Tenement and Stables, with the Appurtenances, and every part and parcel thereof, unto the said J. R. his Executors, Administrators and Assigns from the Feast-day of St. Michael the Archangel last past before the date hereof, until the full end and Term of 21 years fully to be compleat and ended; Yielding *Reddendum.* and paying therefore yearly and every year during the said Term unto the said Guardians and their Successors; and in default of such Successors, then to such person or persons as the said Guardians, parties to these presents, and the major part of the Feoffees for the Lands of the said Parish, or the major part of the Parishioners of the said Parish, from time to time shall nominate and appoint, the Annual Rent or Sum of, &c. of good and lawful Money of *England*, at 4 usual feasts or Terms in the year; (That is to say,) at the Feast-day of the Nativity of our Lord Christ, *Covenant to pay the Rent.* the Feast day of the Annunciation of the Blessed Virgin Mary, the Feast-day of the Nativity of St. John the Baptist and the Feast-day of St. Mich. the Archangel, by even and equal portions, and one pottle of Muskadin or 2 s. of lawful Mony of *England* in lieu thereof, yearly and every year at the feast of *Easter*, during the said Term. And the said R. doth for himself, his Executors, Administrators and Assigns, and for every of them, covenant, promise and grant to and with the said T. B. and H. and either of them, their or either of their Executors and Administrators, and to and with every of them by these presents in manner and following: (That is to say,) That he the said

**Covenant to
repair within
six Months.**

**Proviso, of Re-
entry for fa-
lure of Rent,
or of Repair-
ing, &c.**

faid J. R. his Executors and Administrators, shall and will from time to time, during the said Term, pay and satisfie the Rent aforesaid, and the said Muskadin or 2 s. in lieu thereof in manner as herein before is limited for payment thereof. And also, That he the said J. R. his Executors, Administrators and Assigns, or some of them, shall within the space of six Months next after the date of these presences, well and sufficiently amend and repair the ruins and decayes, and needful places of amendment of the said demised Messuage and Premisses, and of every part thereof, with good, sufficient and substantial Materials and Reparations, and so good and sufficient Reparation, shall from time to time, and at all times during the said Term keep and maintain the said demised Premisses and every part and parcel thereof, and the same being so well and sufficiently repaired, maintained and kept, in the end of the said Term shall leave and yield up unto the said Guardian or their Successors, or in default of such Successors, then to such person or persons as shall be noted and appointed to receive the same by the major part of the Feoffees of the Lands belonging to the said Parish, or the major part of the Parsoners of the said Parish for the time being. Provided always, that if it shall happen the said yearly Rent or Muskadin, or 2 s. in Money in lieu thereof, to be behind or unpaid in part or all, by the space of one Month next after any either of the said Feast-days or times of payment, in which the same ought to be paid (being lawfully demanded) or the said Repairs to be made and continued as aforesaid, that the said Lease to cease and determine, and be utterly void to all intents and purposes whatsoever,

that then and from thenceforth it shall and may be lawful to and for the said Guardians and their Successors; and if default of such Successors, then to such person or persons as shall be noted and appointed by the said major part of the said Feoffees or Parishioners for the time being into the said demised Premises and every part thereof to re-enter, and the same to keep and detain to and for such use and uses as the same are, shall be or ought to be kept and employed, any thing in these presents contained to the contrary thereof in any wise notwithstanding. In witness, &c.

Lease by Husband to third person of Coppice Ground and chief Rent in Trust, for a maintenance for his Wife after his death.

This Indenture made, &c. between L. H. of, &c. one the one part, and D. B. of, &c. a Yeoman, on the other part, &c. witnesseth, that the said L. H. for and in Consideration of the love and affection which he beareth to M. H. his now Wife, and for some means of maintenance for her during her natural life after the decease of him the said L. in case she shall Survive him the said L. Hath upon the Trust hereafter in these presents mentioned, demised, granted, set and to farm-let unto the said D. B. his Executors, Administrators and Assigns, All that Coppice or woody Ground with the Appurtenances, commonly called or known by the name of the *Barrels*, situate, lying and being in G. in the foresaid County of Y. there containing by estimation 40 Acres, be the same more or less, with the Messuage, Tenement and Buildings thereupon lately Erected and Built, all which said

Grant.

Tenement or Messuage, Coppice or Woody Ground with their Appurtenances, now are or late were in the tenure and occupation of one A. T. And also all that annual or chief Rent, or Sum of 169 l. issuing and to be issuing, due and payable to him the said L. H. his Heirs and Assigns out of certain Messuages, Lands and Hereditaments in L. aforesaid, in the aforesaid County of Y. now or late in the tenure or occupation of one R. S. his Assigns or Undertenants; All which said demised Messuages or Tenements, Coppice or Woody-ground with the Appurtenances, together with the said annual Rent or Sum of 19 s. he the said R. H. lately bought and purchased of J. R. of, &c. in the County aforesaid; They Have and to Hold the aforesaid Messuage or Tenement, and the aforesaid Coppice or Woody-ground with their Appurtenances, and to have take and receive, perceive and enjoy the aforesaid annual Rent or Sum of 19 s. unto the said D. B. his Executors, Administrators and Assigns immediately from and after the death of the aforesaid L. H. unto the end and Term, and for and during the Term of 80 years, if the said M. H. the now Wife of him the said L. H. shall long live: Yielding and paying therefore yearly and every year during the said Term unto the said L. H. and the Heirs and Assigns of him the said L. H. one Pepper-corn at the Feast of the Nativity of our Lord God and Saviour Christ, if the same shall be lawfully demanded. Yet nevertheless upon special Trust and confidence in the said D. B. his Executors, Administrators and Assigns by him the said L. reposed, and to the intent and purpose, that the said D. B. his Executors, Administrators and Assigns, shall and will permit and suffer her the said M. H. and her Assigns, during all the time of the continuance of this present

Habendum.

Redden dum.

The Trust.

Demise

demise and Lease, To have, take, receive, perceive and enjoy all and singular the Rents, Issues and Profits of all and singular the aforesaid Messuage or Tenement, and the said Coppice or woody-ground with their Appurtenances, together with the said annual Rent or Sum of 19 s. *Annum*, and every part thereof, to and for the only use and behoof of her the aforesaid and her Assigns, during all the continuance of this demise; And the said L. H. for himself, Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said D. B. his Executors and Assigns, and every of them, that he the said D. B. his Executors and Administrators, shall and may upon the Trust aforesaid, quietly and peaceably have, hold and enjoy all and singular the said herein before demised and granted Premises, and every part and parcel thereof, during all the continuance of the demise and grant aforesaid, without any let, trouble, molestation, action, ejection, interruption or denial of the Heirs or Assigns of him the aforesaid L. or of any other person or persons, claiming or to claim the said Premises or any part thereof, from, by or under him the said L. his Heirs or Assigns, or any or either of them. In witness, &c.

*A Lease of a Rectory and Glebe Lands and
Tithes.*

This Indenture made, &c. between R. C. of, &c. Gent. on the one part, and M. B. of, &c. Gent. on the other part witnesseth, That the said R. C. for and in Consideration of the annual Rents, Covenants and Conditions on the part of the said M. B. herein after mentioned to be paid and performed, and for other good causes

Consideration.

Demise.

Exceptions,
some part of
the Glebe
Land s.

Habendum.

and considerations, him the said R. C. in this behalf especially moving; Hath upon the exceptions herein after mentioned, demised, granted, set and to Farm-let unto the said M. B. his Executors, Administrators and Assigns, All that the Rectory or Parsonage of C. aforesaid in the said County of G. together with all the Glebe Lands, Meadows, Leases and Pastures And all manner of Tythes, Tents and Tent Parts, Oblations, Obventions, Commodities, Advantages, Emoluments and other things whatsoever, and of what nature or kind soever, of the said Rectory or Parsonage, or to any part thereof belonging, or being, or reputed, or taken to be part, parcel or member of the said Rectory or Parsonage of C. in the County of L. Excepted and always reserved out of this present demise and grant unto the said R. C. his Executors, Administrators or Assigns, All that part of the Glebe Land, of the Rectory or Parsonage aforesaid, now in the Occupation of one T. W. of C. aforesaid; (that is to say,) one piece of the said Glebe Land containing by estimation one Acre and half an Acre be it more or less, and the Tythes, Tents and Profits of the said parties. And of all the Tythes and Tents of all and singular the Lands and Tenements of the said M. B. in C. aforesaid, and which are his own proper Lands and Tenements, and now in his own Occupation or Possession, or in the Occupation and Possession, of his Undertenant or Undertenants Assignee or Assignees; To have, hold, take receive, perceive and enjoy all and singular the said demised or meant, mentioned or intended to be herein or hereby demised, granted Premises, and every part thereof, (except before excepted) unto the said M. B. his Executors Administrators and Assigns, immediately from and after

er the first day of, &c. next ensuing the date
 these Presents, unto the end and Term of, &c.
 ars thence next following fully to be com-
 at and ended. Yielding and paying therefore
 rly, and every year during the said Term *Reddendum.*
 to the said R. C. his Executors, Administra-
 or Assigns, the Rent or Sum of of
 wful Money of *England*, at two several days of
 yment in every year, (that is to say,) At the
 st day of, &c. commonly called *Lammas-day*,
 the second day of F. by even and equal por-
 ns, the same payment to be made at H. the
 ions Hall within the City of G. And if it
 ll happen the said annual Rent or Sum of,
 or any part thereof to be behind and un-
 d at the place aforesaid limited for the pay-
 nt thereof, by the space of forty days next af-
 any or either of the said day or days of pay-
 nt, being lawfully demanded at the place a-
 said; That then and from such default or
 lect of payment, this present Demise and
 se to cease, determine and be utterly void,
 ll intents and purposes whatsoever; And the
 M. B. for himself, his Executors, Admini-
 tors and Assigns, and for every of them doth
 mise, covenant and grant to and with the
 R. C. his Executors, Administrators or As-
 s, and to and with every of them in manner
 form following; (that is to say,) That he
 said M. B. his Executors, Administrators and
 gns, shall and will yearly, and every year at
 place and days of payment aforementioned,
 within forty days next after every of the
 days of payment before mentioned, well
 truly pay the Rent aforesaid, in manner a-
 said: And also shall and will from time to
 e during the said Term, as often as need shall
 ire, bear and pay towards the charge and
 necessary

Upon Non-
 payment of
 Rent, the Lease
 to cease.

Covenant by
 the Lessee to
 pay the Rent.

Covenant by
the Lessees to
pay part of
the Charges
for the repair
of the Chan-
cel.

Covenant by
the Lessee for
other Repairs.

necessary repair of the Chancel of the said Parish Church of C. 5 parts of 6 parts in the whole of the necessary repairs and amendment of the said Chancel, excepting only, if the Walls of the said Chancel shall happen without wilful neglect of the said M. B. his Executors, Administrators or Assigns, in his said proportion of repair thereof to fall down, Then and in that case the said M. B. his Executors, Administrators or Assigns, not to be charged with the re-edifying of the said Walls or any part thereof, but the said R. C. his Executors, Administrators or Assigns, to re edifie the same at his or their own proper costs and charges. And the said M. B. for himself, his Executors, Administrators and Assigns, and for every of them, doth Covenant, promise and grant to and with the said R. C. his Executors, Administrators and Assigns, and with every of them by these Presents, that he the said M. B. his Executors, Administrators or Assigns, shall and will from time to time, and at all times hereafter during the said Term, repair and amend the two Bays of Barn aforesaid; (that is to say,) where the Threshing-floor is, and

next unto the same Threshing floor on the side towards the Church aforesaid, with good and sufficient repairs, and the same wall and sufficiently repaired in the end of the said Term, shall leave and yield unto the said R. C. his Executors, Administrators and Assigns. And the said R. C. for himself, his Executors, Administrators and Assigns, and for every of them doth Covenant, promise and grant to and with the said M. B. his Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said M. B. his Executors, Administrators and Assigns, and every of them, for and under the yearly Rent, Covenant

Clau

uses and Conditions herein before expressed, the part of the said M. B. his Executors and Assigns to be paid and performed as aforesaid, and may quietly and peaceably have, hold, occupy, receive, perceive and enjoy all singular the demised, meant or intended to herein or hereby demised and granted Premises, and every part thereof (except as is before excepted,) without any let, trouble, molestation, Disturbance, ejection, interruption or denial of him or her the said R. C. his Executors, Administrators or Assigns, or of any other person or persons whatever, claiming or which shall or may claim the Premises or any part thereof, by, from or against him, them or any or either of them, And that he the said R. C. his Executors, Administrators and Assigns, shall and will from time to time, and at all times during the aforesaid Term of twenty one years, bear, pay and discharge all manner of Levies, Taxes, Impositions, Contributions and all Military charges, to be levied, taxed, assessed or imposed upon, or for the said herein before or hereby demised Premises or any part thereof, or upon the said M. R. his Executors, Administrators or Assigns, or any one or either of them, for or by reason of his being Tenant or Enjoyer of the said Premises or any part thereof, by virtue of these Presents, except all Taxes, Levies and Impositions to be levied or imposed upon the said M. B. his Executors, Administrators or Assigns, for or towards the relief of the Poor of the Parish of C. and to the Church there, and that five parts towards repair of the Chancel in manner aforesaid, All which are excepted by this last exception excepted, the said R. C. his Executors, Administrators and Assigns, shall from time to time to bear, pay and discharge during the Term aforesaid. In Witness, &c.

Covenant for
quiet enjoy-
ment.

Covenant by
the Lessor to
pay Taxes.

A Lease by three Administratrixes to two persons in trust, to prevent Survivorship of a long Term years, they had as Administratrixes. Drawn and in short.

THIS Indenture made, &c. Between M. of, &c. T. P. of, &c. Gent. and J. his W. and J. W. of, &c. Yeom. and A. his Wife, (Administratrixes of the Goods and Chattels of E. heretofore of, &c. Yeoman, deceased) on the one party, and R. S. of, &c. Gent. and J. C. of, &c. Gent. on the other party, Witnesseth, That the said M. W. J. P. and J. Wife, J. W. and A. his Wife, for and in Consideration of the Sum of 5 *l.* of lawful Money of *England* to them in hand paid, before the making and delivery of these Presents, and for divers other good Causes and Considerations touching and moving, Have demised, granted, bargained, sold, aliened, released, confirmed, warranted, and to Farm-let, and by these Presents do demise, grant, bargain, set and to Farm-let unto the said R. S. and J. C. their Executors, Administrators and Assigns, and every of them, all that Meadow or parcel of Meadow-ground, called or known by the name of B. Meadow, containing by estimation twelve Acres or thereabouts, be it more or less, situate, lying and being in H. Fields in the Parish of H. and County aforesaid, together with all Profits, Commodities and Hereditaments thereto belonging; and all that Close or Pasture and one Meadow thereunto adjoining, lying and being in B. Field aforesaid, with the Edifices and Buildings thereto belonging or pertaining, which were heretofore in the Tenure of one R. H. or his Assigns, To Have and to hold unto the said Meadow called B. Meadow, with its appurtenances, unto them the said R. S. and J.

Habendum.

Executors, Administrators or Assigns, from
 day next before the date of these Presents,
 and during the Term of eighty years and
 six Months thence next ensuing and fully to
 compleat and ended: And to have and to
 the rest and residue of all and singular the
 Messuages or Tenements and Premisses, with
 Appurtenances, unto the said R. S. and J. C.
 Executors, Administrators and Assigns, from
 day next before the date hereof, for and du-
 ring the Term of 987 Years and four Months,
 thence also next ensuing fully to be com-
 plet and ended; Yet nevertheless upon special
 Trust and Confidence in them the said R. S. and **The Trust.**
 by the said M. W. T. P. and J. his Wife,
 W. and A. his Wife reposed, That they the
 R. S. and J. C. their Executors, Administra-
 tors and Assigns, shall and will from henceforth,
 during the said several and respective Terms, per-
 form and suffer the said M. W. T. P. and J. his
 Wife, J. W. and A. his Wife, their Executors,
 Administrators or Assigns, to take and receive to
 and every of their proper use and uses, the
 Rents, Issues and Profits of all and singular the
 herein before granted and bargained Premis-
 ses and every part and parcel thereof, in man-
 ner following, (That is to say,) the said M. W.
 Executors, Administrators and Assigns, to have
 enjoy one full third part of three proporti-
 onable parts of the whole, to be divided to her
 for every of
 the Admini-
 stratrixes a
 third part.
 their own proper use and uses. And the
 T. P. and J. his Wife, their Executors, Admi-
 nistrators and Assigns, to have and enjoy one o-
 ver full third part of three proportionable equal
 parts of the whole, to be also divided. And the
 J. W. and A. his Wife, their Executors, Ad-
 ministrators and Assigns, to have and enjoy the
 over full third part of three proportionable
 equal

Mutual Cove-
nant between
the Admini-
stratrixes, that
the Rents shall
be received
and applied
accordingly.

equal parts of the whole, to be divided with any right of Survivorship to be had by any either of them, by virtue of the Letters of ministration of the Goods and Chattels of aforesaid J. W. And the said M. W. for her and for her Executors, Administrators and assigns, and the said T. P. and J. his Wife, for their parts and for their respective Executors, Administrators and Assigns. And the said J. and A. his Wife, for their parts, and for their respective Executors, Administrators and assigns, do hereby mutually agree the with the other of the said Administrators, of Goods and Chattels of the aforesaid E. W. so hereby do declare, That the said Rent, Issues and Profits of the said herein before granted messuages, shall from henceforth be had and received according to the intention and meaning of these Presents, and as herein before is mentioned and agreed, and declared, without contradiction of any or either of them the said Administrators of the Goods and Chattels of the said E. W. of any or either of their Executors, Administrators or Assigns. And the aforesaid R. S. and J. do hereby declare, That this present Indenture of Lease, or Bargain and Sale, is made to their Executors, Administrators and Assigns, or in Trust for the uses, intents and purposes aforesaid. In Witness, &c.

*Lease for Years of Tythe of Corn and Hay, to
commence after the death of the Lessor for two
lives.*

HIS Indenture made, &c. Between R.M. of
O. in the County of S. of the one part,
W. G. of N. in the County of S. aforesaid,
the other part, Witnesseth, That the said R.M.
divers good Causes and Considerations him
said R. M. hereunto moving, and especially
and in Consideration of the Sum of, &c. of Consideration.
ful Money of *England*, to him the said R. M.
and paid by the said W. G. before the enseal-
and delivery of these Presents, whereof and
herewith the said R. M. doth acknowledge
self to be fully satisfied; And thereof, and of
ry part and parcel thereof, doth clearly and
olutely release, acquit, exonerate and discharge
said W. G. his Executors and Administrators
ever by these Presents, Hath demised, granted,
and to Farm-letten, and by these Presents
h demise, grant, set and to Farm-let unto the **Grant:**
W. G. his Executors and Assigns, all and all
anner of Tythes and Tenths of Corn, Grain
Hay, yearly coming, growing, renewing or
creasing in and upon and out of all those
ounds and Closes commonly called or known
the Name of, &c. situate, set, lying and being
thin the Parish of A. in the said County of S.
w in the tenure or occupation of S. or of his
ignee or Assignees, whereof or out of which
d Grounds or Closes called, &c. any Tythes or
ths of Corn, Grain and Hay, have at any
e or times heretofore been usually taken, re-
red, paid or enjoyed: And also all and all
anner of Tythes, Tenths of Corn and Grain,
arly growing, renewing, coming or increasing in,
upon

*Habendum.**Reddendum.*

The yearly
Rent, with the
day and place
of payment.

A penalty of
5 s. if the Rent
be behind
ten days.

upon or out of all those Grounds, Fields and
Closes situate, set, lying and being at H. within
the Parish of H. in the County aforesaid, now
in the tenure or occupation of one A. F. or
his Assignee or Assignees, whereof or out
of which said Grounds, Fields or Closes, any Tithes
or Tenths of Corn, Grain and Hay, have
any time or times heretofore been usually paid
taken, received or enjoyed; To Have and
Hold the said Tythes and Tenths of Corn, Grain
and Hay, and other the Premises, with the
Appurtenances, unto the said W. G. his Execu-
tors, Administrators and Assigns, from and im-
mediately after the death and decease of the
said, &c. unto the full end and Term of, &c. from
thenceforth next following and fully to be con-
pleat and ended, if the said W. G. and his
Wife of the said W. G. or either of them, do
shall live so long. Yielding and paying thereof
yearly, after the death or decease of the said
&c. as aforesaid, during the said Term, unto
said R. M. his Heirs or Assigns, the Sum of, &c.
of good and lawful Money of England, at the
Feast, &c. at or in, &c. The first payment to
made at, in or upon the Feast, &c. that shall be
open to be next after the death or decease of
said, &c. And if it happen the said yearly
Rent to be behind and unpaid, in part or in
after the said Feast-day of, &c. before the day
in which the same ought to be paid as aforesaid,
by the space of ten days, being lawfully deman-
ded, That then and so often the said W. G.
Executors and Assigns, shall pay or cause to be
paid unto the said R. M. his Heirs or Assigns,
Sum of 5 s. of lawful Money of England,
and in the name of a pain or penalty.
the said W. G. doth Covenant, promise and agree
for himself, his Heirs, Executors and Adminis-
trators

rators to and with the said R. M. his Heirs and Assigns, and to and with every of them by these presents, That he the said W. G. his Executors or Assigns, shall not nor will not at any time or times hereafter, wittingly or willingly permit or suffer any Tithes or Tenths of Corn, Grain or Hay, to be detracted, concealed or withheld, which shall be issuing going or payable out of the said Grounds, Fields or Closes before demised, or out of any of them. And that the said W. G. his Executors or Assigns, shall and will at all times and from time to time, during the said Term, do his and their best and utmost endeavour for the recovering, having, receiving and enjoying of the said Tithes and Tenths, and of every part and parcel thereof. And the said R. M. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, &c. (as in Covenants of Enjoying, &c.) In witness, &c.

A Covenant,
That the Lessee shall not lose nor suffer to be concealed any of the Tithes or Tenths, during the Lease.

A Covenant
for quiet enjoying.

Lease for six years, of part of a Lordship, with several special Covenants, That Lessee shall plow, fetch Coals, carry Corn, &c. for the Lessor. Well Drawn.

His Indenture made, &c. Between E. S. of Q. in the County of L. of the one part, and A. the younger of the same Town, Husbandman, of the other part, Witnesseeth, That the said E. S. for and in Consideration of the payment of the Rents and performance of the Covenants and Agreements hereafter in these presents mentioned and expressed, on the part and behalf of the said T. A. his Executors, Administrators and Assigns, to be done and performed, for divers other good and valuable Causes

Consideration.

T

and

Grant.

Common for
Cattel stinted
and Proporti-
onably to the
usage.

Certain
Ground re-
served to the
Lessor.

and Considerations him the said E. S. hereunto moving, Hath demised, granted, leased, set and to Farm-letten, and by these presents do demise, grant, set and to Farm-let unto the said T. A. his Executors, Administrators and Assigns, all those pieces and parcels of arable Land, Hey ground, Meadow, Pasture and Grass-ground, with their and every of the Appurtenances, containing by estimation or Yard Land, or thereabouts, lying and being within the Fields, Liberties, Precincts or Territories of Q. aforesaid, in the said County of being parcel of the Lands there called the *Hall Lands*, and being set forth and marked out by the said E. out of the rest of the said Lands there called the *Hall Lands*, and being now or late in the tenure or occupation of the said E. S. or of his Assigns, Farmers or Under-tenants; together with all Hads Balks, Leys, Leafows, Lot-grass, Parting-grass Commons for two Cows and Commons for Horses and Sheep, ratably and proportionably for one Yard Land, in the Fields and Commonable places of Q. aforesaid, according to the Usage and Custom there, all Ways, Easements, Passages and all other Profits, Priviledges, Commodities, Advantages and Appurtenances now used and belonging to the said several pieces and parcels of Ley-ground, arable Land, Meadow and Pasture, Grass-ground and Premises hereby demised, to or with any part or parts thereof (Excepted and always reserved out of this Demise unto the said E. S. his Heirs and Assigns, all the Grass-ground, Meadow-ground and Pasture-ground belonging to the said E. S. by demised Premises, lying and being in certain places within the Fields or Lordship of Q. aforesaid, called or known by the several Names

&c. or any of them; and also all the Gorze, Thorns and Trees, Wood and Under-woods, Trees, Furze, &c. now standing, growing and being, or which at any time or times hereafter shall be upon the said demised Premises, or any part or parcel thereof, with free Liberty to and for him the said S. his Heirs and Assigns, and his and their servants, Agents and Work-men, to top, crop, pull, cut down, take and carry away the same, without the let, contradiction or denial of the said T. A. his Executors, Administrators and Assigns, or any of them.) To have and to hold the several pieces and parcels of arable land, Ley-ground, Meadow, Pasture and Grass-ground and premises hereby demised, with the appurtenances (except before excepted) unto the said T. A. his Executors, Administrators and Assigns, from the 25 day of *March* last, before the date of these present Indentures, for and during and until the full end and term of six years from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly and every year during the said Term demised unto the said E. S. his Heirs or Assigns, the yearly Rent or sum of, &c. of lawful money of *England*, upon the 25 day of *March* yearly, if the same be lawfully demanded, and also one Couple of young well fed Capons yearly, during the said Term, upon the Feast-day of St. *Michael* the next following, and also yielding, doing, and performing and keeping all and singular the Covenants, Promises and Agreements hereafter in these presents mentioned, expressed and declared on the part and behalf of the said T. A. his Executors and Assigns, and every or any of them, to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents. And the said T. A. for himself,

Liberties to cut and carry away the same.

Habendum.

The term of the Lease.

Reddendum.

**Covenant that
Lessee will till
some Land
for Lessor.**

**Lessor to find
Corn, and
Manure.**

**And the Lessee
to fetch it.**

his Heirs, Executors Administrators and Assigns and every of them, doth covenant, promise grant and agree to and with the said E. S. his Executors, Administrators and Assigns, and every of them by these presents, in manner and form following; ~~viz.~~ That he the said T. A. his Executors, Administrators and Assigns, or some or one of them, shall and will from time to time, and at all times hereafter, during the continuance of this present Demise, well and sufficiently, at his and their own proper costs and charges in all things, (Corn and Manure excepted) plow, dress, sow, harrow, till, ordure and manure for the said E. S. his Heirs and Assigns, all these several pieces and parcels of arable Land in the Fields of Q. aforesaid containing by estimation, or accounted to be equal to one Yard Land, or so much arable Land as belongeth to one Yard Land, being other parcels of the said Lands called the *Hall Lands*, already marked and set out by the said E. S. and the said T. A. to be plowed, dressed, sowed, tilled and manured, for him the said E. S. his Heirs and Assigns, by the said T. A. his Executors, Administrators and Assigns, he the said E. S. his Heirs and Assigns finding and providing Seed and Manure, for sowing and manuring of the said &c. which said Seed and Manure so as aforesaid to be provided; The said T. A. for himself, his Executors, Administrators and Assigns, doth hereby covenant, Promise and agree, to and with the said E. S. his Heirs and Assigns, upon notice or warning given to the said T. A. his Executors or Administrators, to carry the same from the Mansion-house of the said E. in Q. aforesaid and from such other place and places within the Town or Lordship, as the said E. S. his Heirs and Assigns, shall from time to time direct and

int unto the said arable Lands, and sow the
 said arable Lands with the said Seed so provid-
 ed, and harrow and order the same, and lay,
 and spread the said Manure upon the said ara-
 ble Land, and do all other things requisite and
 convenient for the dressing, tilling, ordering
 and manuring of the said arable Lands, in as
 good manner and sort as the better sort of Hus-
 bandmen in Q. aforesaid do their Lands there;
 And also that he the said T. A. his Executors, Lessee to carry
 Administrators or Assigns, shall and will yearly, Corn and Hay
 and every year during the said Term hereby de- for Lessor.
 mised from time to time, and at all times im-
 mediately upon notice or warning given to him or
 them, by the said E. S. his Heirs and Assigns,
 carry for the said E. unto the Mansion-house of
 the said E. in Q. aforesaid, or to such other place
 or places in Q. aforesaid, as he the said E. S. his
 Heirs and Assigns, shall from time to time di-
 rect and appoint, not only all the Corn and
 Grain yearly arising and growing upon the
 said last mentioned Land, but also that shall
 yearly arising and growing upon the Grass-
 ground, and Meadow-ground in the said places
 called D. B. And also one third part of the
 Hay of the said E. yearly growing in a cer-
 tain place called B. the said Corn and Hay
 being first mowed, cocked, shocked, reaped and
 made ready for the Cart, at the proper costs
 and charges of the said E. S. his Heirs or As-
 signs, And also that the said T. A. his Executors,
 Administrators or Assigns, or some or one of
 them, shall and will from time to time, and
 at all times hereafter during the said Term Lessee to carry
 hereby demised, when and so often as the Furzes, &c.
 said E. S. his Heirs or Assigns, shall reason- for Lessor.
 ably direct or require, carry for the said E. his
 Heirs and Assigns, so many Loads of Gorze, Furze,
 M 3 Thorn,

And to till
other Land.

Lessee to pay
all Taxes.

Thorn, Lime, Wall-stone and other carriages to the Mannor House of the said E. S. in Q. afore said, as he or they shall reasonably require. And also that he the said T. A. his Executors Administrators or Assigns, or some or one of them, shall and will yearly till, plow and dress for the said E. S. his Heirs or Assigns, for so many years of the said Term hereby demised, as the said E. S. shall direct, so much and such part of certain places called, &c. as the said E. his Heirs or Assigns shall direct or appoint, so that the same do not exceed, &c. thereof, And so as the said T. A. his Executors or Assigns, be not hereby compelled or compellable to plow the said Close, called H. Close in any of those years, in which the said other places called, &c. or either of them shall be plowed and had in tillage. And also that he the said T. A. his Executors, Administrators or Assigns, or some or one of them shall and will from time to time, and at all times hereafter during the Term hereby demised, well and truly do, pay, perform, discharge and satisfy or cause or procure to be well and sufficiently done, paid, performed, discharged, and satisfied, And all manner of Taxes, Payments, Assessments, Levies, Charges, Duties and Impositions whatsoever, and of what nature and kind soever which at any time or times hereafter during the Term hereby demised, which shall be issuing payable out of or charged upon the said Premises hereby demised, and every or any part of parcel thereof, or upon the said E. S. his Heirs or Assigns, for or in respect of the said hereby demised Premises, And of and from all such Taxes, Payments, Assessments, Levies, Charges, Duties and Impositions, shall and will from time to time, and at all times hereafter during the Term hereby demised, save and keep harmless

and indempnified the said E. S. his Heirs and Assigns, and his and their Lands, Tenements, Goods, Cattle and Chattels, And also that he the said T. A. his Executors, Administrators or Assigns, or some or one of them, shall and will well and truly content satisfie and pay, or cause to be paid unto the said E. S. his Heirs or Assigns, yearly Rent or Sum of, &c. lawful Money of England, for every Acre of Green-sword or Grassground, of the said hereby demised Premises, not used for arable Land, or in Tillage within the space of, &c. years now last past, which at any time or times hereafter, during the continuance of this present demise, the said T. A. his Executors, Administrators or Assigns, or any of them shall dig, break up, plow, reduce or convert into tillage or arable Land, or cause or procure to be discharged, &c. without the license or consent of the said E. S. his Heirs and Assigns, in Writing under his or their Hands and Seals hereunto had and obtained, and so according to that rate for every greater or lesser quantity of such Greensword or Grass-ground as aforesaid, without such Licence as aforesaid, the said Rent to begin to be payable upon the, &c. day of September, and the fifth day of March, which of them shall first happen next after the first digging and breaking up such Green-sword or Grass-ground as aforesaid, without such consent aforesaid, and from thence to continue payable upon the said days of payment by equal portions until the end and expiration or other determination of the said Term hereby demised, And also that the said T. A. his Executors Administrators or Assigns, or some or one of them, shall and will yearly and every year during the said Term hereby demised, at his and their proper costs and charges, bring or cause to be brought to the now dwelling

Lessee to pay such a Rent for every Acre of Grass-ground he converts into tillage, not usually tilled for so many years before.

Lessee to bring Coals to Lessors House.

Covenant for
payment of
the Rent and
performance
of the Cove-
nants by
Lessee.

Proviso That
if the Lessee
shall break any
Covenant, &c.
or let any part
of the Premises
without
license under
seals that in ei-
ther case Lessor
so re-enter.

ling House of the said T. S. situate and being
Q. aforesaid, one good and sufficient Load
Coals, and the same so brought shall and will
yearly and every year during the said Term hereby
demised, deliver or cause to be delivered to the
said E. S. his Heirs or Assigns, The said E. S. his
Heirs or Assigns, upon receipt of the said Coals
paying so much for the Coals as the same shall
cost and be reasonably worth at the Coal-pit
from whence they were brought; And the said
T. A. for himself, his Executors, Administrators and
Assigns, doth covenant, promise, grant and agree
to and with the said E. S. his Heirs and Assigns, that
he the said T. A. his Executors, Administrators and
Assigns, shall and will yearly during the said
Term hereby demised, well and truly satisfy and
pay unto the said E. S. the said yearly Rent of
Sum of, &c. at the time above mentioned for
payment thereof, and shall, and will do, observe
perform and keep all and singular the Cove-
nants, Clauses and Agreements aforesaid, which
on his part and behalf ought to be observed per-
formed and kept. Provided always and upon
Condition, That if the said T. A. his Executors
Administrators and Assigns, and every of them
do or shall not from time to time and at all times
hereafter, during the Term hereby demised
well and truly observe, perform, fulfil and keep
All and singular the Articles, Covenants, Pro-
visoes and Agreements, before in and by the
presents mentioned, expressed and contained
his and their parts and behalfs to be observed
performed, fulfilled and kept according to the
form and effect of these present Indentures,
do or shall at any time or times hereafter dur-
ring the said Term hereby demised, let, set
assign the said hereby demised Premises,
any part or parcel thereof, to any person or persons

whatsoever, without the license or consent of the said E. S. in Writing, under his hand and seal thereto first had and obtained, That then and from thenceforth in either of the said cases, shall and may be lawful to and for the said E. S. his Heirs and Assigns, and every or any of them, into and upon the said hereby demised Premises with the Appurtenances wholly to re-enter, and the same to have again, repossess and enjoy as in his and their former Estate, any thing to the contrary of these Presents contained to the contrary therein in any wise notwithstanding. And the said E. S. for himself, his Heirs, Executors and Assigns, and every of them doth Covenant, promise, warrant and agree, to and with the said T. A. his Executors, Administrators and Assigns, and every of them by these Presents, in manner and form following, (*viz.*) That he the said T. A. his Executors, Administrators and Assigns, and every of them, shall or lawfully may from time to time, and at all times hereafter during the term hereby demised, under the performance of the Covenants, Provisoes, Conditions and Agreements, before in these Presents mentioned and contained, peaceably and quietly, have, hold, occupy, possess and enjoy the said hereby demised Premises with the Appurtenances, except before excepted, without the lawful let, suit, trouble, molestation, interruption, eviction, disturbance or denial of the said E. S. his Heirs and Assigns, or any of them, or of any other person or persons whatsoever, now or at any time or times hereafter claiming, by, from or under the said E. S. or any of them. In Witness, &c.

Covenant for
quiet enjoy-
ment under
performance
of the Cove-
nants, &c,

A Lease

*A Lease in Consideration of Service performed
Father and Mother, to commence after their
ceases, for sixty years, if B. their Daughter so
live; nevertheless with power for Father or Mother
or Survivor to appoint to what uses it shall go. Taken
in a third Persons name.*

THIS Indenture made the, &c. day of, &
in the year, &c. Between F. C. Widow
Relict of, &c. C. late of, &c. in the County
&c. deceased on the one part and W. G. of, &
St. Andrews-Holborn in the County of Middlesex
on the other part Witnesseth, That the said F.
for and in consideration of the good and faithful
Service to her done by W. F. Yeoman, and
his Wife, having both of them formerly been
Servants to the said F. C. and to J. G. and D. C.
Widow, (both of them deceased, Father and Mother
of the said F. C.) And for the ratifying and
making good any defects, which may have hap-
pened in a Lease formerly made, or intended
to be made unto them the said W. and F. and
of the Lands and Tenements hereafter named
during the Term hereafter mentioned, and for
other good Considerations her thereunto moving
Hath demised, granted and to Farm-letten, and
by these Presents, doth demise, grant and
Farm-let unto the said W. G. his Executors and
Administrators, All those Closes, Leasows and
Pastures with their and every of their Appur-
tenances called or known by the several names
&c. lying and being between D. and S. in the
County of S. late or heretofore in the possession
or Occupation of R. W. and F. B. And of all
ways, Easements, Passages, Commons, Profits
Commodities, Priviledges, Emoluments and Hereditaments
whatsoever, To the said Closes, Leasows, and
Pastures, for the term of years therein expressed.

or Pastures or to any of them belonging, or
 any wise appertaining with sufficient Hedge-
 and Tynfel, for the necessary Hedging or
 encing of the same, at all convenient times, so
 as need shall require, (the Pan or Pit be-
 upon part of the demised Premises always
 cepted, with Liberty to come and go for scour-
 and overseeing, fishing and amending of the
 Pan or Pit at all convenient times,) To Have
 to Hold the said Closes, Leasows or Pastures *Habendum.*
 all other the Premises, except before except-
 unto the said W. G. his Executors, Admini-
 strators and Assigns; for and during the Term of
 y years, to come and be accounted from the
 ease of the said W. F. and *Elizabeth* his Wife,
 the Survivor of them, And from thence next
 ing fully to be compleat and ended, if E. N.
 y Wife of N. and Daughter to the said W. F.
 E. his Wife shall so long live, In Trust not-
 standing to and for the only use and behoof
 each person or persons, as the said W. F. and
 his Wife, or the Survivor of them by any
 ating or Writings under their Hands and Seals,
 under the Hand and Seal of the Survivor of
 m, shall limit and appoint; Yielding and pay-
 therefore yearly during the said Term, the
 nt of 5 *l.* of good and lawful Money of Eng- *Reddendum.*
 At the Feasts of St. *Michael* the Archangel,
 the Annunciation of the Blessed Virgin *Mary*
 equal portions, The first payment to begin at
 of the said Feasts, as shall first happen next
 the decease of the said W. F. and E. his
 fe, and the Survivor of them. And if it shall
 open the said yearly Rent or any part thereof
 be behind or unpaid, by the space of twenty
 at days next after either of the said Feasts the
 being lawfully demanded, and no sufficient
 dress to be found upon the Premises, That
 then

If no distress
 to be found
 on Premises,
 then Lease to
 be void.

Covenants for
Repairs.

then this Lease to be absolutely void; and determined at the will and pleasure of the said F. C. her Heirs or Assigns, And the said W. G. for himself, his Executors and Administrators, doth Covenant and grant to and with the said F. C. her Heirs and Assigns, by these Presents, That he the said W. G. his Executors or Administrators, shall and will maintain and repair all the Hedge Fences, Ditches and Bounds of the said Land And the same in good and tenantable repair will leave at the end or expiration of the said Term. And the said Lessees nor any of them, nor the Tenants nor Assigns of them, or any of them shall crop, cut down or carry away off or from the demised Premises, any manner of Wood without the privity and license of the said F. C. her Heirs or Assigns, first had and obtained. And the said F. C. her Heirs and Assigns, All and singular the Premises with their and every of their Appurtenances, shall and will warrant, acquit and defend unto the said W. G. his Executors and Administrators during the said Term according to the True intent of this present Deed, And under the yearly Covenants and Limitations above recited, against all person or persons whatsoever, claiming or to claim from or under her. In witness, &c.

Vide the Second Part of the Modern Conveyancer Title Leases.

Let

Letters of Attorney.

*Warrant of Attorney to Confess a Judgment upon
a Bond in the Kings-Bench, or Common-Pleas.*

*To Mr. R. A. Mr. R. H. or any other Attorney of
His Majesties Courts of Kings-Bench or Common-
Pleas at Westminster.*

Whereas I A. B. of, &c. by Obligation bearing Date the day before the Date of these presents, am held and firmly bound unto E. F. &c. in the penal Sum of 500 l. of lawful Money of England, Conditioned for payment of 50 l. of like Money with Interest on the tenth day of A. next ensuing the date hereof, at or in the now Dwelling-house of the said E. F. situate &c. as in and by the same Obligation with condition, relation being thereunto had, more fully and at large may appear. These are therefore to desire and authorize you, or either or any of you, to appear for me the said A. B. in either of the said Courts of Kings-Bench or Common-Pleas at Westminster, to an Action of Debt of 500 l. there to be brought or commenced against me by the said F. E. upon the said Bond in Michaelmas term now next ensuing, and to Confess Judgment against me the said A. B. thereupon unto the said E. F. for the said Sum of 500 l. besides Costs of Suit by *Non sum Informatus*, or otherwise, as to you shall seem fit; and for your or any of you so doing this shall be your sufficient Warrant and Discharge. Witness my Hand and Seal this 12th day of November 1712.

A Warrant of Attorney to Confess Judgment in Scire facias in the Kings-Bench, with a Cessio Executio:

To Mr. R. A. or any other Attorney of his Majesty's Court of Kings-Bench at Westminster.

THese are to Authorize you, or any of you to appear for me E. L. of, &c. Gent. in the said Court of Kings-Bench, at the Suit of J. M. Gent. as of this present *Hillary* Term, in a Plea of a Writ of *Scire Facias* brought against me Heir of F. L. my Father deceased, and against the Ten-tenants of the said F. L. and thereto to plead for me *Non sum informatus*, or otherwise to suffer Judgment to pass against me by default, by *Nihil dicit*, or by *Relicta verificatione*, or by any other way or means as to you shall seem most fitting, with stay of Execution till the first day of *Easter* Term next, and for your or any of you so doing this shall be your sufficient Warrant and Discharge. Witness my Hand and Seal this day of, &c.

An Indenture of Covenants touching a Letter of Attorney, for raising 20000 l.

THis Indenture made, &c. Between R. S. of the County of W. Esq; on the one part and Sir J. A. of H. in the County of H. Baron R. A. and E. A. Brother of the said Sir J. A. of the other part. Whereas G. S. late of C. in the County of S. by his last Will and Testament Writing, dated the 10th day of *July*, in the 18th year of his now Majesties Reign, did give and devise unto the said Sir J. A. R. A. and E. A.

their Executors and Administrators, all those the Mannors or Lordships of C. C. B. S. S. and H. with their and every of their Appurtenances in the said County of S. and also the Improprate Rectory of H. with the Appurtenances, in the said County of S. and also the moiety of the Mannor of R. C. and W. with their and every of their Appurtenances in the County of D. and all Granges, Farms, Messuages, Lands and Creditaments whatsoever, to the said Mannors any of them belonging, or enjoyed with them or any of them; To Have and to Hold and during the Term of ninety nine years, to commence immediately from the decease of the said G. S. without impeachment of or for any manner of Waste, upon the Trusts therein declared, and amongst other things for raising of the sum of Twenty thousand pounds of lawful Money of England, for the Portions of A. S. J. S. and his Daughters of the said G.S. or the Survivor of them, share and share alike, at their respective ages of 21 years, or days of Marriage, which shall first happen, as in and by the said last Will and Testament, amongst other things therein contained more fully and at large appeareth. And whereas the said Sir J. A. R. A. and E.A. for the better and more speedy raising the said great sum of Money by their Letter of Attorney bearing date the 7th day of March now last past, before the date of these Presents, did make and constitute the said R. S. their and every of their Attorney, thereby impowring him in their Names, or in their Names or his own Name to appoint one or more Stewards and Bayliffs of the said Mannors or Lordships, and of every or of them, and by himself or any other Steward or Deputy, by him to be appointed, to keep Courts within the said Mannors, and every or any

Devise of the Mannors, &c. by Will.

The Trusts in the Will.

Recital of the Letter of Attorney.

any of them in their Names, or in their Names and his own, and by himself or the said Steward or Stewards to be appointed, to demise or grant any Capital Estates, being parcel of any of the said Mannors, according to the respective Customs of the same, for such Fines as to him should seem meet, and further Impowring him for them and in their Names, by one or more Indentures, whereunto he himself was and should be also party, to demise or lease all such parts of the said Mannors, or any of them, have been usually granted by Court-Roll, or demised by Lease under Old Rents unto any person or persons, for the Term of twenty one years absolute, or for any number of years determinable upon one, two or three Lives in Possession, upon two Lives in Remainder after one Life in Possession, or upon one Life in Remainder after two Lives in possession, rendring the Old Rents and Services for the said respective Terms, in pursuance of any Contracts made in the life-time of the said G. S. or to be then after made by himself or any employ'd by him, upon such Fines as the said R.S. should seem fit, with Covenants to be contained in the said Indentures against the respective acts; and these Indentures so made sealed and prepared, and every of them, to be with the Subscription of every of the Names of them the said Sir J. A. R. A. and E.A. and the same to deliver unto the respective Lessees named in the same, as their and every of theirs acts and deeds, as namely by the said Letter of Attorney more fully and at large appeareth. Now therefore this Indenture Witnesseth, That the said R.S. in pursuance of the said Agreement between him and the said Sir J. A. R. A. and E. A. upon the granting of the said Letter of Attorney, by himself, his Heirs, Executors and Administrators

both covenant, promise and grant to and with the said Sir J. A. R. A. and E. A. and every of them, their and every of their Executors and Administrators by these presents, That he the said R. S. shall and will from time to time, and at all times hereafter, within one month after he shall thereunto required, give notice in Writing to the said Sir J. A. R. A. and E. A. and the Survivors or Survivor of them, of all such Estates as by him the said R. S. or any other hath been, or shall at any time hereafter be contracted for or agreed to be granted, or that shall be leased or granted to any person or persons whatsoever, either by Copy of Court-Roll, or Lease in pursuance of, or by vertue of the said Letter of Attorney, and of the Sum and Value of Money contracted for or agreed, to be paid for the granting or receiving of the said Estate or Estates, the said notice to be left at the now dwelling House of within Months after the making of such Contract or Agreement, for any such Lease or Leases, or granting or renewing of any such Copyhold Estates, if thereunto required as aforesaid, and also that he the said R. S. shall and will from time to time, and at all times hereafter, in case he doth or shall lend forth any the Sum and Value of Money, which he the said R. S. shall receive for Fines, or otherwise upon any contract for granting, or renewing any Copyhold Leasehold Estates, in or upon the said Premises, or any of them, by force and vertue of the said Letter of Attorney, shall lend and put the same upon good security, to be taken in the names of the said Sir J. A. R. A. and E. A. the Survivors or Survivor of them, and of the said R. S. until the Sum of 20000 l. is shall be raised by such Fines or Payments,

The Attorney Covenants to give notice to the Trustee of the Estates which he shall grant or Lease, &c.

If the Attorney lend any Sum of Money, it shall be on good security in the names of the Trustees.

U

the

The securities
to be approved by the
Trustees.

the said securities, to be from time to time approved, by the said Sir J. A. R. A. and E. A. and the Survivors and Survivor of them, until the Sum of 20000*l.* is, and (hath or shall) be raised by such Fines or Payments, to be from time to time appointed, by the said Sir J. A. R. A. and E. A. and the Survivors and Survivor of them, and to be so continued upon interest, until the same shall become due and payable unto the said J. S. A. S. and E. S. and the Survivors and Survivor of them, respectively for their respective persons, and for raising of the said Portions, And the said Sir J. A. R. A. and E. A. for themselves, their Heirs, Executors and Administrators, do covenant and grant, to and with the said R. S. his Executors and Administrators, by these presents, that it shall and may be lawful to and for the said R. S. his Executors and Administrators to receive and take to his and their own use and uses, all such interest as shall be made of and received, by reason of the said Sums or any of them, until the said principal Sums shall severally and respectively grow due, and be payable unto the said J. S. A. S. and E. S. according to the Limitation and Appointment of the said last Will and Testament of the said G. S. and also that in case all the said Daughters of the said G. S. shall happen to dye before they or any of them shall attain the age of 21 years or be married, that then they or the Survivors or Survivor of them, shall and will stand and be possessed of, and in the said several and respective securities, and the principal Moneys due upon and secured by the same in trust only for the said R. S. his Executors and Administrators, and shall not nor will revoke the said before mentioned Letter of Attorney, till breach of the proviso hereafter mentioned. Provided always

If all the
Daughters dye
before, &c.
then the Trustees to stand
possessed and
in Trust for
the Attorney.

and upon Condition, that if he the said R. S. shall not from time to time and at all times hereafter, well and truly observe, perform and keep all and every the Covenants and Agreements before mentioned, which on his part are to be observed, fulfilled and kept according to the true intent and meaning of these presents, that then the said Letter of Attorney before mentioned, and all the Powers and Authorities to him granted, in and by the same shall cease, determine and be utterly void, any thing herein or in the said Letter of Attorney contained to the contrary in any wise notwithstanding. In witness, &c.

A Proviso to perform Covenants or else a Letter of Attorney to be void.

Mortgages.

Mortgages, vide Assignments.

A Mortgage in Fee by Lease and Release. The Lease per Annum.

THIS Indenture made, &c. Between J. B. of, &c. of the one part, and E. F. of, &c. of the other part, witnesseth, That the said J. B. for and in Consideration of the Sum of 5 s. of lawful Money of England, to him in hand paid by the said E. F. at or before the enfealing and delivery of these presents, the Receipt whereof hereby acknowledged, Hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said E. F. All that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every part and parcel

Consideration.

Grant.

*Habendum.**Reddendum.*

parcel thereof; To Have and to Hold the said &c. and all, and singular other the Premises with their and every of their Appurtenances unto the said E. F. his Executors, Administrators and Assigns, from the day next before the day of the date of these presents, for, during and unto the full end and Term of one whole year from thence next ensuing, and fully to be completed and ended: Yielding and paying therefor the Rent of one Pepper-corn, at the Feast of the Nativity of our Lord God, if the same shall be lawfully demanded, To the intent and purpose that by vertue of these presents, and of the Statute for transferring of Uses into Possession, the said E. F. may be in the actual Possession of all and singular the said Premises, and be thereby enabled to accept and take a Grant or Release of the Reversion and Inheritance thereof, of him and his Heirs upon and under such Proviso and Conditions, as in and by one Indenture intended to bear date the day next after the date of these presents, and to be made between the said J. B. of the one part, and the said E. F. of the other part, shall be declared concerning the same. In witness, &c.

*The Release.**Consideration.*

THis Indenture made, &c. Between J. B. of, &c. of the one part, and E. F. of, &c. of the other part witnesseth, That for and in Consideration of the Sum of, &c. of lawful Money of *England*, to him the said J. B. in hand paid by the said E. F. at or before the enfeoffing and delivery of these presents, the receipt whereof he the said J. B. doth hereby acknowledge, and thereof, and of every part thereof hath acquit

exon

reonerate and discharge the said E. F. his Heirs, Executors, Administrators and Assigns, and every of them for ever by these presents, He the said J. B. hath granted, aliened, released and confirmed, and by these presents doth grant, alien, release and confirm unto the said E. F. his Heirs and Assigns, all, &c. (All which said mentioned Premisses, now are in the actual Possession of him the said E. F. by vertue of one Indenture of Bargain and Sale for a year to him hereof made by the said J. B. by Indenture bearing date the day before the date of these presents, and by force of the Statute for transferring of Uses into Possession,) To Have and to hold the said, &c. and all and singular other the Premisses, with their and every of their Appurtenances, unto the said E. F. his Heirs and Assigns, to the only proper use and behoof of him the said E. F. his Heirs and Assigns for ever. Provided always, and these presents are upon this condition nevertheless, That if the said J. B. his Heirs, Executors or Administrators or any of them, shall well and truly pay, or cause to be paid unto the said E. F. his Heirs or Assigns, at or in the Common Dining-Hall of *Grays-Inn* in the Countrey of *Middlesex*, and the full Sum of, &c. of lawful Money of *England*, at or upon the, &c. next ensuing the date hereof, without any Deduction or abatement out of the same, for or in respect of any Taxes, charges or other matter or thing whatsoever, That then and from thenceforth this present Indenture and the Estate hereby made shall cease and determine, and that then also, he the said E. F. his Heirs and Assigns, shall and will at the request and costs and charges of the said J. B. or his Heirs, by good and sufficient conveyances and assurances in Law, reconvey and assure unto the said

Grant.

Habendum.

Proviso.

Upon payment according to *Proviso*, Grantee to Reconvey.

Covenant that
Mortgagor
will pay, &c.

Covenant that
Grantor is sei-
zed, and hath
power to
grant, &c.

J. B. his Heirs and Assigns, all and singular the said Lands, Hereditaments and Premises hereby mentioned to be granted, released and confirmed and every part thereof, and all his and their Estate, Right, Title and Interest, in and to the same, discharged of all Incumbrances by him or them, or by any other person or persons, claiming under him or them committed, done or suffered in the mean time, And the said J. B. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree to and with the said E. F. his Heirs and Assigns, and to and with every of them by these presents That he the said J. B. his Heirs, Executors or Administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said E. F. his Heirs or Assigns, the said Sum of, &c. at the day and time, and at the place of payment aforesaid, without any Deduction or Abatement out of the same, of any part thereof as aforesaid, according to the Tenor, effect and true meaning of the above written Proviso or Condition, and in discharge of the same without Fraud or Covin. And the said J. B. for himself, his Heirs, Executors and Administrators, doth further covenant, promise and grant to and with the said E. F. his Heirs and Assigns, by these presents, in manner and form following; (that is to say,) That he the said J. B. now is, and standeth lawfully and absolutely seized of and in the said Lands, Hereditaments and Premises and every part thereof, of a good, sure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Condition, Trust, Power of Revocation or Limitation of any use or uses, or any other matter or thing whatsoever, to alter, change, charge, determine, defeat or cum-

cumber the same; And that he the said J. B. hath now in himself full power, good right, and lawful and absolute authority to grant, sell, alien and release the same and every part thereof, unto the said E. F. his Heirs and Assigns in manner and form aforesaid, according to the true intent and meaning of these presents. And further, That if default shall happen to be made in payment of the said Sum of, &c. or any part thereof, contrary to the Tenor of the above written Proviso and Covenant, That then it shall and may be lawful to and for the said E. F. his Heirs or Assigns into the said Lands, Hereditaments and Premises, and every part thereof to enter, and the same from thenceforth peaceably and quietly to hold and enjoy, and the Rents, Issues and Profits thereof, receive and take to his and their own proper uses and behoofs for ever, without any manner of denial, let, suit, trouble, interruption, recovery or eviction of or by the said J. B. his Heirs or Assigns or any of them, or of any other persons or person whatsoever, And that freed and discharged, or otherwise by the said J. B. his Heirs, Executors, or Administrators saved harmless, and kept indemnified, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Uses, Wills, Entails, Joyntures, Dowers and Titles of Dower, Statutes, Recognizances, Debts, Judgments, Extents, Executions and of and from all other charges, Estates, Titles, Troubles and Incumbrances whatsoever. And further, That the said Lands, Hereditaments and Premises hereby granted, released and confirmed or meant, mentioned or intended to be hereby released, granted, and confirmed, now are and shall continue of the clear yearly value of, &c. over and above all Taxes, Charges and Reprizes. And more-

After default of payment, &c. Grantee to enter and take profits, &c.

Freed from all Incumbrances.

That Premises are and shall continue of such yearly value.

After default
of payment
Mortgagor
and all persons
claiming, &c.
to make fur-
ther assurance.

Grantor to
enjoy till de-
fault of pay-
ment, &c.

ver, That if default shall be made in payment of the said Sum of, &c. or any part thereof contrary to the Tenor of the above written Proviso and Covenant in that behalf, That then he the said J. B. and his Heirs and all and every person and persons, any Estate having or lawfully claiming of, into or out of the Premises or any part thereof, shall and will at the request costs and charges of the said E. F. his Heirs and Assigns, make, do, and execute, or cause or procure to be made, done and executed all such further Act and Acts and assurances in the Law whatsoever, for the further, more perfect and absolute conveying and assuring the said Lands Hereditaments and Premises, and every part and parcel thereof, unto the said E. F. his Heirs and Assigns, discharged of the Proviso or Condition aforesaid, as by him the said E. F. his Heirs and Assigns, his and their Counsel learned in the Law shall be reasonably devised, advised or required. And lastly, It is concluded and agreed by and between the said parties to these presents, And the said E. F. for himself, his Heirs and Assigns, doth covenant, promise, grant and agree to and with the said J. B. his Heirs, Executors, Administrators and Assigns, by these presents in manner and form following (that is to say,) That he the said E. F. his Heirs and Assigns, shall and will permit and suffer the said J. B. his Heirs and Assigns, peaceably and quietly to hold and enjoy the said Lands Hereditaments and Premises hereby granted, and every part thereof, and to receive, take and enjoy the Rents and Profits thereof, to his and their own use and uses, during and until breach of the above written Proviso or Condition without any lawful let, suit, trouble, interruption, recovery, eviction or disturbance of or by

the said E. F. his Heirs or Assigns, or of or by any other person or persons, claiming by, from or under him or them, or by his or their title, act, means, consent or procurement. In Witness,

Mortgage for 500 years, with a Covenant for Levying a Fine for Confirmation of the Estate and Term, after the determination of the Mortgage, the use of the Fine limited to Mortgagee to cease, and be to the use of the Mortgagor and his Heirs.

THIS Indenture made, &c. Between J. S. of, &c. of the one part, and W. S. and R. S. of the other part, Witnesseth, That for and in Consideration of the Sum of, &c. of lawful Money of England, to him the said J. S. in hand paid by the said W. S. and R. S. before the sealing and delivery of these Presents, the receipt and payment whereof the said J. S. doth by these Presents acknowledge, and thereof and of every part and parcel thereof, doth clearly acquit, release and discharge the said W. S. and R. S. and either of them, their respective Executors, Administrators and Assigns, by these Presents, He the said J. S. hath demised, granted, bargained and sold, and by these Presents doth demise, grant, bargain and sell unto the said W. S. and R. S. their Executors, Administrators and Assigns, all that, &c. together with all and singular Messuages, Cottages, Houses, Buildings, Barns, Stables, Out-houses, Orchards, Gardens, Meadows, Leasows, Pastures, Feedings, Woods, Under-woods, Waters, Water-courses, Commodities, Profits, Emoluments and Hereditaments whatsoever, to the said Messuages, Hereditaments and Premises belonging or appertaining

Habendum.

Reddendum.

Covenant for
Levying a
Fine.

pertaining, or to or with the same used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the Reversion and Reversions, Remainder and Remainders of the said Premises, and of every part thereof, together with the Rents thereunto incident and belonging; To Have and to Hold the said Messuages, Lands, Tenements, Hereditaments, and all and singular the Premises, with their and every of their appurtenances, unto the said W. S. and R. S. their Executors, Administrators and Assigns from henceforth, unto the full end and term of five hundred years next ensuing, and fully to be compleat and ended, without impeachment of or for any manner of Waste. Yielding and paying therefore yearly, during the said Term, the Rent of one Pepper-corn at the Feast of, &c. only, if the same be lawfully demanded. And it is Covenanted, concluded and agreed by and between the said parties to these Presents; and the said J. S. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and agree to and with the said W. S. and R. S. their Heirs and Assigns by these Presents, That he the said J. S. shall and will on this side and before the end of *Michaelmas* Term next ensuing the date hereof, in due form of Law, levy and acknowledg before His Majesty's Justices of the Court of Common-Pleas at *Westminster*, or before some other person or persons in that behalf lawfully authorized one, or more Fine or Fines *Sur Conusans de droit come ceo*, &c. with Proclamations thereupon to be had and made according to the usual course of Fine with Proclamations for assurance of Lands in such cases used, and the form of the Statute in that behalf made and provided, unto the said W. S. and R. S. and their Heirs, or the Heirs

granted

one of them, of all the said, &c. and all and singular other the Premises herein before devised, granted, bargained and sold, or meant, mentioned or intended to be hereby demised, granted, bargained and sold, and of every part and parcel thereof, with their and every of their appurtenances, in the said Fine or Fines, to be by the Name or Names of, &c. or by such other convenient Name or Names, additions, descriptions, quantities, qualities, contents and numbers of Acres, or otherwise, in such manner and form as by them the said W. S. and R. S. or either of them, their or either of their Heirs or Assigns, or any of them, or their or any of their Counsel learned in the Law, shall be thought fit and convenient. And it is declared and agreed by and between all the said parties to these Presents, and in particular the said J. S. doth for himself, his Heirs and Assigns, declare and agree, That the said Fine, so as aforesaid or in any other manner to be had and executed, and all and every other Fine and Fines, Conveyances and Assurances had and executed by and between the said parties to these Presents, or any of them, of the said Lands and Premises, and every part and parcel thereof shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, and be meant and intended and hereby declared to be and enure, And the said W. S. and R. S. recognizees in the said Fine, and their Heirs, shall stand and be seised of the said Premises, and every part thereof, with their appurtenances, to the use and behoof of them the said W. S. and R. S. their Executors, Administrators and Assigns, for and during all the said term of 500 years, for the better, more perfect and absolute confirmation, corroboration, strengthening and security of the said Term and Estate hereby granted,

Enurement of
a Fine.

Proviso, That upon payment of a Sum of Money, this Indenture and the Estate and use of the Fine limited, as afore, shall cease, &c.

Covenant, That the Grantor is lawfully seized, &c. and hath power to grant.

granted, and every part thereof, during the said Term of 500 years herein before mentioned and expressed, and from and after the expiration or other determination of the said Term of 500 years herein before mentioned, to the only use and behoof of the said J. S. his Heirs and Assigns for ever, and to no other uses, intents or purposes whatsoever. Provided always, and upon this Condition nevertheless, That if he the said J. S. his Heirs, Executors or Administrators or any of them, do and shall well and truly pay or cause to be paid unto the said W. S. and R. S. their Executors, Administrators and Assigns, the full Summ of, &c. of lawful Money of *England*, at or upon the, &c. which shall be in the year of our Lord God, &c. without making or demanding any deduction or abatement of or by reason of any Taxes, Charges or Payments issuing out of, or charged or imposed on the Premises, or any part or parcel thereof, or upon the said Sum of, &c. by any Act or Acts of Parliament made or to be made, or otherwise howsoever, that then and from thenceforth this present Indenture and the Estate and Term hereby granted, and the said use of the said Fine or Fines so Covenanted to be levied as aforesaid before limited to them the said W. S. and R. S. their Executors, Administrators and Assigns, for and during the said Term of 500 years, for the confirmation and better security of the said Estate and Term in the Premises hereby granted or mentioned, or intended to be granted, shall cease, determine and be utterly void, any thing herein contained to the contrary in any wise notwithstanding. And the said J. S. for himself his Heirs, Executors and Administrators, and for every of them, doth Covenant, promise, grant and agree to and with the said W. S. and R.

& their Executors, Administrators and Assigns, and to and with every of them by these Presents, in manner and form following; (That is to say) That he the said J. S. at the time of the enfealing and delivery hereof, is the very true lawful and rightful Owner of all and singular the said Lands, Hereditaments and Premises herein before meant, mentioned or intended to be hereby demise, granted, bargained and sold, with their appurtenances, and every part and parcel thereof, and now is and standeth lawfully seized of all and singular the said Lands, Hereditaments and Premises, with their and every of their appurtenances, and of every part and parcel thereof, of a good, sure, lawful, absolute and inalienable Estate of Inheritance in Fee-simple, without any manner of Condition or limitation of any Uses, power of Revocation or other matter or thing whatsoever, of or in any person or persons, to alter, change, charge, encumber or determine the same. And also, That he the said J. S. now hath in himself good right, full power and absolute Authority to demise, grant, bargain and sell all and singular the said Lands, Hereditaments and Premises, and every part and parcel thereof unto the said W. S. and R. S. their Executors, Administrators and Assigns, for and during the said Term of five hundred years, in manner and form as aforesaid. And that they the said W. S. and R. S. their Executors, Administrators and Assigns, in case any default or failure shall be made in payment of the said Sum, &c. or any part thereof, at the days and times in the said Proviso mentioned for payment of the same, contrary to the true intent and meaning of the said Proviso or Condition, shall and may peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Lands, Hereditaments,

After default of payment, &c. Grantees to enter and take Profits without interruption, &c.

Freed from
Incumbrances.

Except Quit-
Rents and
Services to the
Lords, &c.

Covenant for
payment of
Money ac-
cording to the
Proviso,

ditaments and Premises herein before-mentioned, and every part thereof, with their appurtenances, and shall or lawfully may have, receive and take all and singular the Rents, Issues and Profits of every part thereof to his and the own proper use and uses, for and during all the rest and residue which shall be then to come and unexpired of the said Term of five hundred years without any manner of let, suit, trouble, denial, eviction, molestation, interruption, disturbance or demand of or by the said J. S. his Heirs, Executors, Administrators or Assigns, or by any other person or persons whatsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and in any manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Joyntures, Dowers, Uses, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Claims, Duties, Debts, and of and from all other Estates, Titles, Charges, Trusts, Troubles, Incumbrances and Demands, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said J. S. or any other person or persons whatsoever, The Rents and Services from henceforth to grow due and payable to the Chief Lord and Lords of the Fee or Fees of the Premises, in respect of his or their Seigniority or Seigniories excepted and foreclosed. And the said J. S. doth further, for himself, his Heirs, Executors and Administrators, Covenant, promise, grant and agree to and with the said W. S. and R. S. their Executors, Administrators and Assigns, by these Presents, That he the said J. S. his Heirs, Executors or Administrators or some of them, shall and will well and truly pay or cause to be paid unto the said W. S. and R. S. their Executors, Administrators or Assigns

the said Sum of, &c. and every part thereof, at the day and time above limited for payment of the same, according to the true intent and meaning of these Presents. And that in case default shall happen to be made in payment thereof, or any part thereof, contrary to the true intent of the proviso or Condition herein before-mentioned, and at the day and time therein appointed for payment of the same, That then he the said J. S. Heirs, Executors and Administrators, all and every other person and persons, having or lawfully claiming, or which shall or may have or lawfully claim any Estate, Title or Interest in possession or Reversion, in or to the said Premises, or any part thereof, shall and will from time to time, and at all times from and after such default as aforesaid, at the request, cost and charges of the said W. S. and R. S. their Executors, Administrators and Assigns, do, make, perform, pay, execute and suffer, or cause and procure to be made, done, performed, levied, executed and suffered all and every such other and further acts and acts, devices and assurances in the Law whatsoever, for the further, better, more perfect and absolute, granting, confirming and assuring of the said Lands, Hereditaments and Premises, and every part and parcel thereof, with the appurtenances, unto the said W. S. and R. S. their Executors, Administrators and Assigns, for and during all the rest and residue which shall then to come and unexpired of the said Term of five hundred years herein before-mentioned, by them the said W. S. and R. S. their Executors, Administrators or Assigns, or their or any of their Counsel Learned in the Law, shall be reasonably devised, advised or required. And finally, It is agreed by and between the said Parties to these Presents, That it shall and may be lawful

Grantor and all persons claiming after default of payment, &c. to make further Assurance.

and R. M. their Heirs and Assigns for ever, All the Rectory and Church of, &c. in the County of &c. with all and singular its Rights, Members and Appurtenances whatsoever, by the particular thereof, of the annual Rent or value of, &c. issuing out of the Rectory, and yearly paid to the Arch Deacon of L. and his Successors, for a perpetual procuracion and Synodal, And the widowson, donation, disposition and right of patronage of the Vicarage of the Parish Church of D. aforesaid, to the said Rectory of D. belonging, appertaining, incident or incumbent, To be holden of the aforesaid late King, his Heirs and Successors, as of his Mannor of, &c. in Fee and common soccage, rendering therefore yearly at the Feast of, &c. by equal portions, the Fee-farm Rent or yearly Rent of, &c. And it is mentioned in the particular thereof, that there was yearly payable out of the said Rectory of D. by the Fee Mannor of the said Rectory to the Arch Deacon of *Lincoln*, the yearly Sum of, &c. And whereas the said late King *James* by Letters Patents, bearing date the, &c. (amongst other things) Did grant to the said F. P. and R. L. their Heirs and Assigns, for ever, all that the, &c. in common, &c. with its rights, members and appurtenances whatsoever: And all Houses, edifices, Structures, Barns, Stables, Dove-houses, Orchards, Pomaries, Gardens, Lands, Meadows, Meadows, Pastures, Glebe Lands, Tithes of Grain, Lambs and Hay, and other Tithes as well great as small, And also Oblations Obventions, Fruits, Profits, Commodities, Emoluments and Hereditaments whatsoever, situate and being, growing or renewing in the Towns, Fields, Parishes or Hamblets of, &c. or in any or other of them, in the said County of L. to the said Rectory of L. otherwise G. in any manner be-

longing or appertaining by particular thereof, of the annual Rent of, &c. to be holden of the said late King, his Heirs or Successors, as of his Mannor of East Greenwich, in the County of, &c. in free and common Soccage, Rendering therefore yearly at the Feasts of, &c. by equal Portions, the Fee-farm Rent or yearly Rent of, &c. as by the particulars of the Premises certified to the Trustees by the Acts of Parliament, authorized under the hand of T. P. Auditor, according to the direction of the said Acts, and remaining with the Register of the said Trustees, and as by the said several Letters Patents, relation being to them respectively had may more at large appear, And which said several yearly Rents and Fee-farm Rents, issuing out of the said Regency of E. and every of them were by Deed Indented, bearing date the, &c. made by T. C. E. C. C. C. R. L. and N. L. some of the Trustees appointed by the said several Acts of Parliament granted and conveyed to the said E. C. his Heirs and Assigns for ever, as in and by the said recited Deed Indented, Inrolled in the publick Exchequer, remaining in the custody of the second Remembrancer of the said Exchequer, relation being thereunto had may more at large appear. And whereas the said late King James by his Letters Patents dated, &c. did grant to R. S. his Heirs and Assigns in Fee-farm for ever, all that, &c. paying yearly at the Feasts of, &c. the Fee-farm Rent or yearly Rent of, &c. As by the particulars thereof certified to the said Trustees, by the Hand of T. H. Deputy Auditor, according to the direction of the said Acts, and remaining with the Register to the said Trustees, and as by the said Letters Patents, relation being thereunto had may more

at large appear ; And which said yearly Rent or Fee-farm Rent of, &c. was by Deed indented, bearing date the, &c. made by N. S. J. S. R. S. J. H. some of the said Trustees granted and conveyed to the said E. G. his Heirs and Assigns, for ever, as by the said Deed Inrolled as aforesaid may appear. Now this Indenture witnesseth, That the said E. G. for and in Consideration of the Sum of, &c. of lawful Money of *England*, to him in hand at or before the enfealing and delivery of these presents, by the said R. C. well and truly paid, the Receipt whereof he the said E. G. hereby acknowledgeth, and thereof, and of every part and parcel thereof, acquitteth and discharge the said R. C. his Heirs, Executors, and Administrators for ever by these presents, Hath granted, bargained, sold, demised and to Farm-letten, And by these presents doth for himself, his Heirs and Assigns, bargain, sell, demise and to Farm-let unto the said R. C. the aforesaid Fee-farm Rents, or yearly Rents of, &c. and every of them, by and upon the said Letters Patents severally reserved ; And the said several recited Deeds indented, granted as aforesaid, And all Penalties, Benefits of Forfeiture, *Nomine pena's*, Distresses, Powers and Conditions of Re-entry or Re-detainers by the aforesaid Letters Patents, or any of them reserved, for or by reason thereof or incident or belonging thereto ; And all Liberties, Powers, Actions, Suits, Ways and Means for the recovery of the said yearly Rents and Premises, and every or any of them, by reason or vertue of the said Acts of Parliament, or any of them or the said Letters Patents, or any covenant, grant or reservation, provision or conditions therein mentioned or contained or by vertue of the said several Deeds made by the said Trustees as aforesaid, or any thing therein contained,

The grant of the Premises severally recited.

Habendum.

tained, and all other Liberties, Priviledges, Advantages, Commodities and Appurtenances whatsoever, which the said E. G. his Heirs or Assigns, or any other person or persons to his or their use, may have or claim by vertue of the said Letters Patents or Deeds Indented, or by the said Acts of Parliament or any other ways whatsoever; And all the Right, Title, Power, Interest, Claim and Demand whatsoever, of the said E. G. his Heirs or Assigns, or any other person or persons to his or their use, may have or claim by vertue of the said Letters Patents and Deeds Indented, or by the said Acts of Parliament or by any other ways or means whatsoever, And all the Right, Title, Power, Interest, Claim and Demand whatsoever of the said E. G. his Heirs and Assigns, of and to the said several yearly Rents, issuing and payable as aforesaid, together also with the same Deeds; To Have and to Hold the aforesaid several Rents or Fee-farm Rents hereby granted, bargained and sold, and every part and parcel thereof reserved and payable as aforesaid, And all Penalties, Benefit of Forfeitures *Nomine penae*, Advantages of Distress, Liberties and powers to Distrain, and to Deliver, Sell and Dispose of the same, And all Powers and Conditions or Re-entry for Non-payment of the said several Rents, and all Actions, Suits, Ways and means for recovery of the aforesaid hereby granted several Rents by reason or by vertue of the aforesaid Acts of Parliament, or of any of them or of the said Letters Patents, or of any grant, covenant or reservation, provision or condition herein contained, of the said Deeds Indented together with the same Deeds, to the said R. C. his Executors, Administrators and Assigns, To the only use and behoof him the said R. C. his Executors, Administrators and Assigns.

Administrators and Assigns, from the Feast of, &c.
 last past, before the date hereof, unto the end
 and Term of One thousand years from thence
 next ensuing, and fully to be compleat and end-
 ed, in as full large and ample manner and form,
 to all intents and purposes whatsoever, as the said
 E. G. his Heirs or Assigns, might, could or ought
 to have had received or enjoyed the same by
 virtue of the said Letters Patent, Acts of Par-
 lament, Deeds Indented, or any other Act,
 Law, Ordinance or means whatsoever: Yiel- *Reddendum.*
 ing and paying therefore yearly during the
 said Term of 1000 years to the said E. G. his
 Heirs and Assigns, one Pepper-corn at the Feast of,
 &c. if the same shall be lawfully demanded. And
 so the said E. G. for himself, his Heirs Executors,
 Administrators and Assigns, Doth covenant and
 grant to and with the said R. C. his Executors,
 Administrators and Assigns, by these presents in
 manner following; (that is to say,) That he
 the said R. C. his Executors, Administrators and *Covenant for
 quiet enjoy-
 ment.*
 Assigns, under and according to the Proviso-
 es and Conditions herein mentioned, shall and may
 during the Term hereby granted, peaceably and
 quietly, have, hold, possess and enjoy all and every
 the said Fee-farm Rents and Premises hereby bar-
 gained and sold, or meant, mentioned or intended
 hereby bargained and sold, with the Ap-
 purtenances. without the let, suit, trouble, denial
 or interruption of the said E. G. his Heirs, Exe-
 cutors, Administrators or Assigns, or any other
 person or persons, free and clear, or otherwise
 lawfully and clearly acquitted and discharged by
 the said E. G. his Heirs, Executors, or Assigns, of
 and from all and all manner of former and
 other Bargains, Sales, Gifts, Grants, Leases, An-
 ticipations, Rents-charge, Rents-seck, Joyntures,
 Powers, Thirds, Wills, Entails, Statutes, Recog-
 nizances,

Proviso.

nizances, Judgments, Extents, Executions, Exigents, Estates, Titles, Troubles, Charges and Incumbrances whatsoever. Provided always nevertheless, and upon Condition, That if the said E. G. his Heirs, Executors, Administrators or Assigns, shall well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators and Assigns, the Sum of, &c. of lawful Money of *England*, on the, &c. That then and from thenceforth the Grant, Bargain, Sale and Demise hereby made of the Fee-farm Rent and Premises shall be utterly void and of none effect. And the said recited Deeds Indented made by the said Trustees, as aforesaid, restored and redelivered to the said E. G. his Heirs or Assigns upon his or their reasonable demand thereof safe and uncanceled: And also upon the like demand, this present Deed Indented and Counterpart hereof, and one Obligation of the date hereof of, &c. made by the said E. G. to the said R. C. for payment of, &c. on the day of payment thereof aforesaid, and according to this Proviso or Condition, shall mutually be yielded up and uncanceled. Provided also, That while and until default shall be made in payment of the said Sum of, &c. contrary to the said Condition, it shall and may be lawful to and for the said E. G. her Heirs, and Assigns, to his and their own use, to have, take, receive and enjoy the said Fee-farm Rents or Yearly Rents, and every of them, without the let or denial of the said R. C. his Heirs, Executors or Assigns. And lastly, It is agreed that the said place for payment of the said, &c. on the said, &c. shall be at or in the now Dwelling-house of N. W. &c. in *West-Smithfield, London*. In witness, &c.

A Mortgage or Grant of Lands for 500 years, on Condition, That if Mortgagor pay Mortgagee a yearly Rent during Mortgagees Life, or such an entire Sum, then the Grant to be void.

THis Indenture made, &c Between Sir R. D. of G. in the County of L. Baronet, on the one part, and E. B. of, &c. in the County of, &c. on the other part, Witnesseth, That the said Sir R. D. for and in Consideration of the Sum of 10*l.* of good and lawful Money of England, to him in hand paid by the said E. B. before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said E. B. his Executors, and Administrators by these presents, And for other good Considerations him hereunto moving, hath demised, granted, bargained, sold and to Farm-letten, and by these presents doth, demise, grant, bargain, sell and to Farm-let unto the said E. B. his Executors, and Administrators, all that piece or parcel of arable land, Meadow or Pasture-ground, with the appurtenances, commonly called or known by the name of the *Higb-Park*, and all that piece of arable, Meadow or Pasture-ground, called or known by name of the L. Close, situate, lying and being within the Town, Hamlet, Parish or Mannor of G. near L. reputed or taken as part, parcel or member thereof, in the said County of L. now in the tenure or occupation of A. C. his Assigns, or Under-tenants, together with all and singular Hedges, Hedge-rows Fences, Ditches, Mounds, Paths, Passages, Easments, Profits, Commodities, Advantages, Emoluments, and Hereditaments whatsoever, to the said several parcels of Ground belonging or in any wise

Grant.

*Habendum.**Reddendum.**Proviso*

appertaining or reputed, or taken as part or parcel of the same, and the Reversion and Reversions, Remainder and Remainders of the said premisses, and all yearly and other Rents and Profits whatsoever reserved upon any demise made of the same or of any part of them. To Have and to Hold the said several parcels of Arable, Meadow or Pasture-ground before mentioned and intended to be hereby demised bargained and sold, with their and every of their appurtenances, unto the said T. D. his Executors Administrators or Assigns, for and during the Term of five hundred years from henceforth next ensuing, and fully to be compleat and ended without Impeachment of or for any manner of Waste; Yielding and paying therefore yearly during the said Term, the Rent of one Pepper corn only on the Feast-day of St. Michael the Archangel, if the same shall be lawfully demanded. Provided always and upon Condition nevertheless, That if the said Sir R. D. his Heirs or Assigns, shall well and truly pay or cause to be paid unto the said E. B. or his Assigns, the yearly Rent or Sum of, &c. of good and lawful money of England, for and during so many years of the said Term, as the said T. D. shall happen to live at two Feasts or Days of payment in the year (That is to say,) The Feast of the Nativity of St. John Baptist, and the Birth of our Lord, in equal portions, the first payment to begin on the Feast of the Nativity of St. John Baptist next ensuing the date of these presents, That the said Sir R. D. by this present Indenture, &c. Provided also and upon Condition, That if the said Sir R. D. his Heirs, Executors or Administrators, or any of them, shall well and truly pay or cause to be paid unto the said E. B. or his Assigns, the full and just Sum of, &c. of good and lawful Money

of *England*, at one entire payment at any time,
 during the Natural Life of the said T. D. that
 when also this present Indenture and the Estate
 hereby made, shall cease, determine and
 be utterly void, any thing herein contained to
 the contrary in any wise notwithstanding. And
 the said Sir R. D. for himself, his Heirs, Executors Covenant for
 and Administrators, and for every of them, doth payment.
 covenant, promise and grant to and with the said
 T. D. his Executors and Administrators by these
 presents, That he the said Sir R. D. his Heirs, Ex-
 ecutors or Administrators, or some of them, shall
 and will well and truly pay, or cause to be paid
 unto the said T. D. or his Assigns, the said yearly
 rent or Sum of, &c. of good and lawful Mo-
 ney of *England*, until the said Sum of, &c. shall
 be truly paid and satisfied unto the said T. D. or
 his Assigns, by the said Sir R. D. his, &c. ac-
 cording to the true intent and meaning of these
 presents. And also, That he the said Sir R. D.
 now is and standeth lawfully and absolutely sei- Grantor is
 zed of and in the said several parcels of Grounds seized.
 and Premises before mentioned, with their ap-
 purtenances, of a good, perfect, absolute and
 indefeazable Estate of Inheritance in Fee-sim-
 ple. And that he now hath good right, full
 power and authority to demise, bargain and sell
 the same, and every part thereof, unto the said
 T. D. and his Assigns, according to the true in-
 tent and meaning of these Presents; And that it
 shall and may be lawful to and for the said T. D.
 and his Assigns, from and after the breach of the
 proviso before mentioned, To have, hold and en-
 joy the said parcels of Ground and Premises,
 with their Appurtenances, free and clear, and
 lawfully acquitted and discharged of and from all
 former and other Gifts, Grants, Bargains, Sales,
 Assises, Judgments, Statutes, Extents Executions,
 and

Exception of a
Lease for
years.

and all former and other Titles, Troubles, Charges and Incumbrances whatsoever, done or suffered by him the said R. D. or by any other person or persons lawfully claiming from, by or under him one Lease of the said Mannor of G. together also with the said several parcels of Arable Meadow and Pasture-ground, in and by these Presents before mentioned to be demised, bargained and sold for the Term of years, made by the said Sir R. D. by Indenture bearing date the, &c. day of, &c. in the year &c. unto A. C. his Executors, Administrators and Assigns, at and under the yearly Rent in the said Indenture reserved, which said Rent proportionably, as for the said parcels of Ground and Premises before mentioned to be here demised, shall (from and after breach made the Proviso before expressed) be due and payable unto the said T. D. and his Assigns, only excepted and foreprized. In Witness, &c.

A Mortgage or Conditional Assignment of a Lease for years, granted by the Queen.

Recital of the
Lease.

THIS Indenture made, &c. Between J. on the one part, and H. B. of, &c. in the County of, &c. on the other part. Whereas Indenture bearing date, &c. Between the most High and Excellent Princess Catharine Queen of England, &c. D. H. of, &c. P. C. W. B. H. J. H. and W. M. on the one part, and the said J. H. on the other part; The most Excellent Princess Queen Catharine, of her special Grace certain Knowledge and meer Motion, and the said D. H. P. C. W. B. H. C. J. H. and W. by Warrant and Command of the said most Excellent Princess Queen Catharine, testified her Joyning in the said Indenture, for the Consideration

eration and under the yearly Rent, Covenants,
 ceptions and Agreements therein mentioned
 d reserved, did lease, set and to Farm-let unto
 e said J. H. his Executors, Administrators and
 igns, all that the Bailiwick or Mannor of W.
 the County of M. mentioned by a particular
 ereof, to be of the yearly Rent or value of, &c.
 d also all Houses, Messuages, Buildings, Lands,
 enements and Hereditaments whatsoever, and
 Rents and other Profits in W. aforesaid, being
 cel or reputed to be parcel of the Bailiwick or
 nnor of W. and parcel of her said Majesties
 ntire, and the Reversion and Reversions,
 remainder and Remainders of the said Pre-
 mises, and all Rents and Services reserved upon
 y Demise or Lease of the said Premises, or
 y part or parcel thereof, (Excepting always
 of the said Lease, &c.) To Have and to *Habendum.*
 old the said Bailiwick or Mannor and Pre-
 mises in the said Indenture mentioned, and in-
 ded to be thereby Leased, with their and
 ry of their Appurtenances, (Except as in the
 ne Indenture is excepted) unto the said J. H.
 Executors, Administrators and Assigns, from
 e Feast of *St. Michael*, which should be in the
 ear of our Lord, &c. for and during and unto
 e full end and Term of, &c. from thence next
 ing and fully to be compleat and ended, un-
 such yearly Rents, Covenants, Conditions and
 reements from and after the commencement
 the same Term, and to be payable, paid and
 rformed in such manner and form as in the
 ne Indenture is reserved, limited and declared,
 in and by the said Indenture, relation being
 reunto had, more at large may appear. Now
 s Indenture Witnesseeth, That the said J. H.
 and in Consideration of the Sum of, &c. of
 good

Consideration. good and lawful Money of *England*, to him well and truly in hand paid by the said H. B. before the sealing and delivery of these Presents, the receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said H. B. his Executors and Administrators, And for other good Considerations him thereunto moving

Grant. Hath demised, bargained, sold, assigned and set over, and by these Presents doth demise, bargain, sell, assign and set-over unto the said H. B. his Executors and Administrators, all that the said Bailiwick or Mannor of W. and all other the Messuages, parcels of Ground, Lands, Tenements, Hereditaments and Premises in the said recited Indenture mentioned, and intended to be hereby assigned, with their Rights, Members and Appurtenances, (Except as in the same Indenture is excepted) And the Reversion and Reversions, Remainder and Remainders of the said Premises, and all yearly and other Rents and Profits reserved upon any Demise or Grant made of the same or of any of them: And all the Estate, Right, Title, Interest, Term of years, Claim and Demand whatsoever of him the said J. H. of, in and to the same, by force and virtue of the said recited Indenture or otherwise together with the said Indenture; To Have and to Hold the said Bailiwicks, or Mannor, Messuage, Lands and Premises in the said Indenture mentioned and intended to be hereby Assigned with their and every of their Appurtenances, together with the same Indenture (except as therein is excepted) unto the said H. B. his Executors, Administrators and Assigns, from the said Feast day of Saint *Michael* the Archangel, which shall be in the year of our Lord, &c. for and during and unto the full end of the said Term

Habendum.

&c. years from thence next ensuing, fully to compleat and ended, subject to and under the early Rents, Covenants, Conditions and Agreements, in the said Indenture reserved and mentioned. Provided always, and upon Condition *Proviso.* that if the said J. H. his Heirs, Executors or Administrators, or any of them, shall well and truly pay or cause to be paid unto the said H. B. his Executors or Administrators the full and Sum of, &c. of good and lawful Money of *England* on the, &c. day of, &c. which shall be the year of our Lord, &c. At or in the Common Dining-Hall of the Middle-Temple *London*, without any defalcation or abatement out of the said Sum or any part thereof for Taxes, Charges, Assessments, or for other cause or thing whatsoever, Then this present Indenture and the Estate hereby made shall cease, determine and be utterly void, any thing herein contained to the contrary notwithstanding. And *Covenant for payment of the Money.* the said J. H. for himself, his Heirs, Executors or Administrators, doth Covenant and grant to the said H. B. his Executors and Administrators, by these Presents, that he the said J. H. his Heirs, Executors or Administrators, or some of them, shall and will well and truly pay or cause to be paid unto the said H. B. his Executors or Administrators, the said Sum of, &c. and every part thereof, at the day and place before limited and appointed for payment of the same, without any deduction or abatement for Taxes, or other cause or thing whatsoever, according to the true intent and meaning of the said Indenture, and in discharge thereof without Fraud or Covin, And that the said recited Indenture and Lease before mentioned to be hereby assigned and now is, and from and after the executing of these Presents for, &c. notwithstanding any Act,

That the Original Lease is and shall be a good Lease in Law.

That Assignor
hath the power
to Assign
and that Pre-
misses after
breach of Pro-
viso shall con-
tinue free
from incum-
brances.

To make fur-
ther assurance:

Assignor to
enjoy till
Breach of Pro-
viso.

Act, matter or thing by the said J. H. or by any other person or persons whatsoever committed, done or suffered to the contrary, shall stand void, and continue a good and effectual Lease and Estate in Law not forfeited, surrendered or otherwise avoided, and that (notwithstanding any such Act as aforesaid, he the said J. H. hath good right, full power and authority to grant and assign the same, and every part thereof in manner aforesaid, according to the intent and meaning of these Presents: And so that the Bailiwick or Mannor, Lands and Premises, from and after the commencement of this present Indenture of Assignment, and breach of the Provise before mentioned during the Term hereby assigned, shall be and continue free and clear, and freely and clearly acquitted and discharged, of and from all manner of Troubles, charges and incumbrances whatsoever committed, done or suffered by the said J. H. or by any other person or persons whatsoever. And further, That he the said J. H. his Executors, Administrators and Assigns, from time to time and at all times during the Term hereby granted, (from and after the commencement of the same, and breach in the Provise before mentioned) shall and will make and do such further and other Act and Acts, thing or things, for strengthening, confirming and making able of the said Term of, &c. years hereby assigned in manner as aforesaid, as by the said H. B. Executors or Administrators, or by his or their Counsel learned, shall be reasonably devised and required. And lastly, it is declared, concluded and agreed by and between the said parties, that it shall and may be lawful to and for the said J. H. his Executors, Administrators or Assigns To hold and enjoy the said Bailiwick or Mannor

and Premisses, and receive and take the
 and Profits of the same, To his or their
 use, until default in payment of the said
 of, &c. or some part thereof, At the day
 place before limited and appointed for pay-
 of the same, without the let or disturbance
 the said H. B. his Executors or Administra-
 s, and without any account to him or them
 be had or given for the same. In Witness,

*Mortgage by Lease for 5000 Years with the usual
 Covenants.*

THIS Indenture, &c. Between H. P. of the
 one part, and J. S. of the other part Wit-
 eth, That the said H. P. for and in conside-
 on of the Sum of, &c. to him in hand paid at
 before the ensealing and delivery of these
 ents, by the said J. S. the receipt whereof
 the said H. P. doth hereby acknowledge, and
 reof, and of every part and parcel thereof,
 hereby acquit, exonerate and discharge the
 J. S. his Executors and Administrators for e-
 by these Presents, Hath bargained, sold, de-
 ed, granted and to Farm-let, and by these
 ents doth demise, grant and to Farm-let unto
 said J. S. his Executors, Administrators and
 gns all that, &c. To Have and to Hold all and
 ular, &c. unto the said J. S. his Executors,
 ministrators and Assigns, from the day of
 date of these Presents, unto the full end and
 of five hundred years from thence next en-
 g; and fully to be compleat and ended:
 ding and paying a Pepper-corn at the Feast
 our Lord every year and no more if it be
 fully demanded; And the said H. P. for him-
 self,

Covenant that
he is seized in
Fee.

self, his Heirs, Executors and Administrators, and for every of them doth Covenant, promise, grant and agree to and with the said J. S. his Executors, Administrators and Assigns, and to and with every of them by these Presents, in manner and form following; (that is to say,) That he the said H. P. at the time of the sealing and delivery of these Presents, is the very true lawful and rightful owner of the said, &c. and of all other the Premises herein before meant, mentioned or intended to be hereby demised, granted, bargained and sold with their Appurtenances and of every part and parcel thereof, and now is, and standeth lawfully seized in his Demesne as of Fee, of all and singular the said &c. and all other the Premises with their Appurtenances, and of every part and parcel thereof, of a good, sure, lawful, absolute and indefeazible Estate of Inheritance in Fee simple, without any manner of Condition, Limitation of any uses, power of Revocation or other matter or thing whatsoever, of or by any person or persons to alter, change, increase or determine the same, And also that the said H. P. now hath in himself full power, good and perfect right and lawful authority to demise, grant, bargain and sell all and singular the said &c. therein before mentioned, &c. with the Appurtenances, and every part and parcel thereof unto the said J. S. his Executors, Administrators and Assigns, for and during the said Term of years in manner and form aforesaid. And that he the said J. S. his Executors, Administrators and Assigns, in case any default or failure shall be made of payment of the Sum of, &c. or any part thereof, contrary to the true intent and meaning of the Proviso or Condition hereafter mentioned, shall or lawfully may peaceably and quietly

That Lessee
shall enjoy after
default of
payment of
the Sum in
the Proviso.

quietly enter into, have, hold, occupy, possess and enjoy the said, &c. and Premisses herein before mentioned, and every part and parcel thereof with their Appurtenances, and shall or lawfully may have, receive and take all and singular the Rents, Issues and Profits of every part and parcel thereof, to his and their own proper use and uses, for and during all the rest and residue which shall be then to come and unexpired of the said Term of five hundred years, without any manner of let, suit, trouble, denial, eviction, molestation, interruption, disturbance or demand, of or by the said H.P. his Heirs, Executors, Administrators or Assigns, or any of them, or by any other person or persons whatsoever; And that free and clear, and freely and clearly exonerated, acquitted and discharged, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Joynures, Dowers, Uses, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Claims, Duties, Debts of Record, Debts to the Kings Majesty, Fines, Post-fines, Seizures, Causes of Seizures, Rents Charge, Rents Seck, Rents, Arrears of Rents, Annuities, and of and from all other Estates, Titles, Charges, Trusts, Troubles, Incumbrances and Demands whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by the said H. P. party to these Presents, or by any other person or persons whatsoever, the Rents and Services from thenceforth to grow due, and payable to the chief Lord or Lords of the Fee or Fees of the Premisses, in respect of his or their Signiory or Seigniories excepted and foretold: Provided always, and upon this Condition *Proviso,* nevertheless, That if he the said H. P. his Heirs, Executors, Administrators or Assigns, or any

Y

any of them do and shall well and truly pay or cause to be paid unto the said J. S. his Executors, Administrators or Assigns, at or in the, &c. the full Sum of, &c. lawful Money, &c. upon the, &c. day of, &c. which shall or may be in the year,

without making or demanding any deduction or abatement, of or by reason of any Taxes, charges or payments issuing out of, or charged or imposed on the Premises or any part or parcel thereof, or upon the said Sum of, &c. by any Act, Order or Ordinance of Parliament, made or to be made or otherwise howsoever, That then and from thenceforth this present Indenture, and every thing therein contained shall cease, determine and be utterly void, any thing therein contain'd to the contrary in any wise notwithstanding: And that then also upon request, after such payment so had and made as

Upon payment of the Sum in the Preamble, Lessee to redeliver such Writings, as he now receiveth.

aforesaid, he the said J. S. his Executors, Administrators and Assigns, shall and will deliver or cause to be delivered unto the said H. P. his Heirs or Assigns, or some or one of them, All such Writings concerning the Premises, as the said G. S. hath now received, and which are mentioned in the Schedule hereunto annexed, in a good Case and Condition as they now are, Casualties by Fire and other inevitable Accidents only excepted, Together with that part of these Presents which is under the Hand and Seal of the said H. P. to be cancelled and made void, he delivering unto the said J. S. his Executors or Assigns, the Counterpart of these Presents, which is under the Hand of the said J. S. to be likewise cancelled. And the said H. P. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant to and with the said J. S. his Executors, Administrators and Assigns, by these Presents, That he the said H. P. his

Covenant for payment, &c.

Heir

Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said J. S. his Executors, Administrators or Assigns, the said Sum of, &c. and every part thereof, on the day and at the place, and in such manner and form as the same is herein before limited and appointed to be paid, according to the true meaning of these Presents; And that he the said H. P. his Heirs, Executors, Administrators and Assigns, and all and every other person and persons, lawfully having or claiming, or which shall or may lawfully have or claim any Estate, Title or Interest in Possession or Reversion, in or to the said, &c. and Premises, or any part or parcel thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said Sum, &c. or any part thereof, contrary to the true meaning of the Proviso or Condition therein before-mentioned, at the request, costs and charges of the said J. S. his Executors, Administrators and Assigns, do, make, perform, levy, execute and suffer, or cause and procure to be made, done, performed, levied, executed and suffered, all and every such other and further Act and Acts, Devices, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute granting, confirming and assuring of the said, &c. and Premises, and every part and parcel thereof, with the appurtenances, unto the said J. S. his Executors, Administrators and Assigns, for and during all the rest and residue which shall be then to come and unexpired of the said Term of five hundred years herein before mentioned, as by the said J. S. his Executors, Administrators and Assigns, or his or their Counsel Learned in the Law, shall be reasonably advised, devised or required.

That Grantor after default shall make further Assurance.

Lessor to enjoy till default of payment.

quired. And lastly, It is agreed between the said parties to these Presents, That it shall and may be lawful to and for the said H. P. his Heirs and Assigns, to receive and take the Rents, Issues and Profits of all and singular the Premises, and of every part and parcel thereof, to his and their own proper use and uses, until default shall happen to be made of or in payment of the said Sum of, &c. or some or any part thereof, contrary to the true meaning of these Presents, without any Ejectment, trouble or interruption, of or by the said J. S. his Executors, Administrators or Assigns, or any of them. In witness, &c.

A Mortgage by Demise and Redemise.

The Demise. By Sir J. M.

Consideration.

Grant.

THis Indenture, &c. Between E. M. of the one part, and J. S. of the other part, Witnesseth, That the said E. M. for and in Consideration of the Sum of, &c. of lawful Money of *England*, to the said E. M. in hand paid by the said J. S. at or before the enfealing and delivery of these Presents, the receipt whereof she doth hereby acknowledge, and thereof and of every part thereof, doth acquit, exonerate and discharge the said J. S. his Executors, &c. for ever by these Presents, Hath granted, bargained, sold, demised and to Farm-letten, and by these Presents doth grant, bargain, sell, demise and to Farm-let unto the said J. S. his Executors, Administrators and Assigns, all, &c. and all yearly and other Rents, Issues and Profits reserved, due and payable, arising, coming or renewing of from or out of the said hereby demised Premises

or any part thereof, and all the Estate, Right, Title, Interest, Property, Claim and Demand of her the said E. M. of, in and to the same, and every part and parcel thereof, and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premisses, and of every part thereof, with their appurtenances, To Have and to Hold the said, &c. unto the said J. S. his Executors, Administrators and Assigns, from the day of the date of these Presentss, for, during and unto the full end and Term of one hundred years from thence next ensuing, and fully to be compleat and ended, without impeachment, and dispunishable of or for any manner of Waste; Yielding and paying therefore yearly, and every year during the said Term, unto the said E. M. her Executors, Administrators or Assigns, the Rent of one Pepper-corn at the Feast of, &c. if the same be lawfully and personally demanded, and no more. And the said E. M. for her self, her Heirs, Executors, Administrators and Assigns, doth Covenant, promise and grant, to and with the said J. S. his Executors, Administrators and Assigns, and to and with every of them by these Presents, in manner and form following; (That is to say,) That the said E. M. is and standeth lawfully interested and possessed of and in all the said Premisses, and of every part and parcel thereof, for a longer time and Term than the Term of, &c. years hereby granted, and that the said Premisses now are of the clear yearly value of, &c. *per Annum*, over and above all Charges and Reprizes to be paid or issuing out of the same, and so shall continue after Forfeiture or other breach of any the Covenants and Agreements herein contained, and be during the said Term of, &c. years, of the full and clear yearly value of, &c. *per Annum* as aforesaid.

Habendum.

Reddendum.

Covenant.
That Grantor is seised, &c.

Premisses of what value.

Y 3

And

Covenant for
quiet Enjoy-
ment.

Free from
Incumbrances.

Covenant for
further Assu-
rance.

And that the said E.M. hath in her self full power, good right and lawful authority, to grant, bargain, sell, demise and to Farm-let all and singular the said Premisses, unto the said J. S. his Executors, Administrators and Assigns, for and during all the said Term of, &c. years, in manner and form aforesaid, And that he the said J.S. his Executors, Administrators and Assigns, shall and may from time to time, and at all times from henceforth lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the Premisses before in and by these Presents granted, &c. and every of them, and every part and parcel of them, with their and every of their appurtenances, for and during all the said Term of, &c. years, without any the lawful let, suit, trouble, interruption, claim or demand whatsoever, of or by the said E. M. her Executors, Administrators or Assigns, or any of them, or of or by any other person or persons whatsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Uses, Trusts, Wills, Entails, Joyntures, Dowers, Rights and Title of Dower, Judgments, Statutes, Extents, Recognizances, Executions, and of and from all other Titles, Troubles, Estates, Trusts, Claims, Incumbrances and Demands whatsoever had made, committed, done or suffered, or to be had made, done or suffered by her the said E. M. her Heirs or Assigns, or by any other person or persons whatsoever. And further That the said E. M. her Heirs, Executors and Administrators, and all and every other person or persons whatsoever, lawfully claiming any Estate, Term or Interest, out of or to the said Premisses, or any part thereof, shall and will

from time to time, and at all times from henceforth, at and upon the reasonable request, costs and charges of the said J. S. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Devises, Conveyances and Assurances in the Law whatsoever, for the further, better and more absolute conveying, assuring and confirming of all and singular the said Premises, and of every part thereof, unto the said J. S. his Executors, and Assigns, for and during all the rest and residue which shall be then to come and unexpired of the said Term of, &c. years, hereby granted in such manner and form, as by the said J. S. his Executors or Assigns, his or their Counsel learned in the Law, shall be reasonably devised, advised and required. In Witness, &c.

The Re-demise.

THIS Indenture, &c. Between J. S. of the one part, and E. M. of the other part. Whereas in and by one Indenture bearing date the day before the date of these Presents, made between the said E. M. of the one part and the said J. S. of the other part; It is Witnessed, That for the Consideration therein mentioned the said E. M. did grant, &c. unto the said J. S. his Executors, Administrators and Assigns, all, &c. and every part, &c. with their, &c. To hold the same unto the said J. S. his Executors, &c. from the day of the date hereof until the full end and Term of 100 years from thence next ensuing and fully to be compleat and ended, without impeachment and punishable of or for any manner of Waste,

Recital of the Demise,

Consideration.

Grant.

Habendum.

Reddendum for
part of the
Term.

**Without any
defalcation for
Taxes, &c.**

at and under the yearly Rent of one Pepper-corn thereupon reserved, as in and by the said recited Indenture of Lease, relation being thereunto had more fully and at large it may and doth appear. Now this Indenture Witnesseth, That the said J. S. for and in Consideration of the yearly Rents, Covenants and Agreements hereafter in these Presents reserved, mentioned and contained on the part and behalf of the said E. M. her Executors and Assigns, to be done kept and performed, Hath leased, set and to Farm-letten, and by these Presents, doth lease, set and to Farm-let unto the said E. M. her Executors, &c. all and singular, &c. in and by the said recited Indenture made to the said J. S. as aforesaid granted, &c. and every part, &c. with their appurtenances, To Have and to Hold the said Premises with, &c. unto the said E. M. her Executors, &c. from the day of the date hereof unto the full end and Term of 99 Years and 11 Months, from thence next ensuing and fully to be compleat and ended; Yielding and paying therefore yearly and every year, for and during the first Three years of the said 99 Years and 11 Months unto the said J. S. his Executors, &c. at or in (*such a place*) the yearly Rent or Sum of, &c. at the Feast, &c. by even and equal portions, freed and discharged of and from all and all manner of charges or deductions, and without making any deduction, defalcation or abatement out of or from the same, or any part thereof, of, of, for or in respect of any Taxes, Charges, Assessments, Issues, Impositions or Reprizes whatsoever, which shall or may at any time hereafter during the said Term, be taxed, assessed, laid charged or imposed upon the aforesaid Premises, or any part thereof, or upon the Landlord or Landlords thereof or upon the said yearly Rent

of, &c. or any part thereof, by any Act or Acts of Parliament or otherwise howsoever, the first quarterly payment thereof to be and to begin on, &c. And yielding and paying unto the said J. S. his Executors, &c. at the place of payment aforesaid, above and besides the said yearly Rent or Sum of, &c. before hereby reserved, the Weekly Sum or payment of, &c. of lawful Money of *England*, in the name of a Pain or Penalty the Saturday in every Week weekly, and so proportionably after that rate for a lesser time than a Week, from time to time, for and during so long time as the said Annual Rent or Sum of, &c. or any part thereof, shall be behind and unpaid or in arrear, above the space of 21 days next ensuing the said Feast day or Days of payment aforesaid, for the reservation thereof: And also yielding and paying therefore, during all the rest, residue and remainder of the said Term only one Pepper-corn yearly, at the said Feast, &c. if the same shall be personally demanded. And the said E. M. for her self, her heirs, &c. and for every of them, doth covenant, promise and grant, to and with the said J. S. his Executors, &c. and to and with every of them by these presents in manner and form following; That is to say, That she the said E. M. her heirs, &c. or some or one of them shall and will from time to time well and truly pay or cause to be paid unto the said J. S. his Executors, &c. at the place of payment herein before appointed, the said yearly Rent or Sum of, &c. of lawful Money of *England*, in manner and form and on the several days and times aforesaid, according to the true intent and meaning of the reservation thereof, together also with the said Weekly Pain or Penalty, if any shall happen to be due, from time to time as they shall

*Reddend' a
Nomine pene
on the Satur-
day in every
week, so long
as it is arrear.*

*Reddend' pro
resid' Termini 2
Pepper-corns.*

*Covenant for
payment of
the Rent and
Nomine pene.*

Clause of Re-
entry for Non-
payment of
Rent.

Covenant:
That if Lessee
pay the Rent
the first Three
years reserved,
that Lessor
will surrender.

shall become due and payable, without making any deduction, defalcation or abatement as aforesaid. Provided always and upon this Condition, That if it shall happen the said yearly Rent or Sum of, &c. or any part thereof, to be behind and unpaid, in part or in all, by the space of 21 days next over and after any of the said Feasts or days of payment thereof, as aforesaid without any demand or request thereof, by the said J. S. his Executors, Administrators and Assigns, That then and from thenceforth it shall and may be lawful to and for the said J. S. his Executors, Administrators and Assigns, or any of them, into the said demised Premises, and into every or any part thereof, in the Name of the whole, wholly to re-enter and the same to have again, repossess and enjoy as in his or their first or former Estate, and any thing in these presents contained to the contrary thereof in any wise notwithstanding. Lastly, the said J. S. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said E. M. her Heirs, Executors, &c. and to and with every of them, these presents, That if the said E. M. his Heirs, &c. shall and do duly and truly pay or cause to be paid unto the said J. S. his Executors, &c. or some or one of them, the said yearly Rent or Sum of, &c. and the said Weekly Payments and Penalties, if any shall become due and payable, and every of them, and every part and parcel of them, for and during the said first Three years of the said Term hereby leased, according to the purport and true meaning of these presents and the several Reservations thereof, as aforesaid. That then the said J. S. his Executors, &c. at the end of the said first Three years of the Term hereby leased, or at any time after, upon the reasonable request and at the cost and charge

the said E. M. his Heirs, &c. shall and will
 lease, surrender, convey and Assign all his or
 her Term, Estate and Interest of and in the
 Premises, and every part and parcel thereof, by
 force and virtue of the said recited Indenture of
 Lease made to him the said J. S. as aforesaid,
 unto the said E. M. his Heirs Executors or Assigns,
 or unto such other person and persons as she shall
 think that behalf direct, nominate and appoint, so
 far as the doing thereof the said J. S. his Execu-
 tors or Assigns, be not compelled or compellable
 to Travel further than the City of L. or N. or
 five Miles from the place of his then residence or abroad, and that he be
 released and discharged of and from all Charges
 and Incumbrances whatsoever, to be then had,
 made or done by the said J. S. his Executors,
 Administrators or Assigns, (except only this pre-
 sent Lease) and also shall deliver unto the said
 E. M. his Heirs, &c. that part of the said recited
 Indenture, and of these presents, which are
 under the Hand and Seal of the said E. M. and
 of other Securities given by her or any other on
 her part and behalf, to be vacated and made
 void, she the said E. M. her Heirs, &c. delivering
 up at the same time to the said J. S. his
 Executors, &c. the parts of the said recited In-
 dentures of Lease and of these presents, with one
 Indenture of Defeasance of a Statute entred into
 the said E. M. to the said J. S. for performance
 of the Covenants within these presents, which are
 under the Hand and Seal of the said J. S. In
 Witness, &c.

See the Second Part of the Modern Convey-
 ancer, the same Title

Releases.

Releases.

A Release of a Proviso of Redemption in a Mortgage, to make the Estate absolute to the Mortgagee upon payment of a further Sum, &c.

TO all Christian People to whom these presents shall come, C. B. and T. C. send Greeting. Whereas by Indenture dated, &c. the said C. and T. did for the Consideration there mentioned, alien, grant, release and confirm W. C. of, &c. (in possession of the Mannor and Lands in the same Indenture mentioned, being by virtue of a Bargain and Sale thereof made bearing date the day next before the date of the said recited Indenture and of the Statute transferring Uses into possession) All, &c. and demise other Lands and Tenements in the said Indenture mentioned, as in and by the said Indenture, relation being thereunto had, it doth and may more plainly appear, in which said Indenture is contained one Proviso in the words following: (*Recite the Proviso verbatim*) Now know ye, That the said C. and T. and in Consideration of the further Sum of, &c. to them in hand paid by the said W. the receipt whereof the said G. and T. do hereby acknowledge, Have for them and their Heirs, remise, released and quit-claimed, and do by these presents remise, release and quit-claim to the said W. the said Proviso or Condition, and also all the Estate, Right, Title, Equity of Redemption Claim and Demand whatsoever, of them the said C. and T. of, in and to the said Mannor, and and singular other the Lands, Tenements and Hereof

creditaments in the said Indenture mentioned.
witness, &c.

Release from the Father to his eldest Son of a
power of making Leases, limited and reserved to
the Father in a Deed of Settlement, with a Bar-
gain and Sale of the Lands for 31 years for secu-
rity of the Release, upon Consideration, That the
eldest Son joyns with the Father in Sale of part of
Lands which were settled on the Son in Reversion
after the Father's death, as also that the Father
with part of the Purchase-Money will discharge
a Mortgage of other his Lands and Settle 'em
upon his eldest Son, &c.

This Indenture Tripartite, &c. Between W. W.
on the first part, F. P. the only Son of the
said W. on the second part, and H. A. of, &c.
H. H. on the third part. Whereas the said
P. at and by the desire of the said W. hath
acted, or is ready to joyn with him in the
Sale of the Mannor of N. and K. with their and
appurtenances, in the County of
the Reversion whereof, after the decease of
said W. was by good Conveyance in the Law,
acted and assured unto the said F. P. and the
Heirs of his Body, with several other Remain-
ders over, as in and by the particular Settle-
ments thereof made appeareth: And whereas
the Mannor and Hundred of B. with the
Rights, Members and Appurtenances thereof, in
County of W. is amongst other things by
Indenture dated the 20th day of April, in the, &c.
Year of our Lord, &c. and by Fine thereupon
acted, conveyed and assured unto the use and
Benefit of the said W. W. for Term of his Life,
without Impeachment of Waste, and after his
decease

Recital of
joyning in
Sale.

Of power to
make Leases.

Recital of the
Mortgage.

The Release
of the power.

Consideration.

decease to the use of the said F. P. and the Heirs of his Body issuing, with other Remainders over in and by which Indenture there is power reserved to the said W. W. at any time, during his Natural life, by any Writing or Writings to be by him sealed and subscribed in the presence of two or more Witnesses, to demise or grant unto any person or persons whatsoever, in possession only and not in reversion, all or any part of the said Mannors, Lands and Tenements in the said Indenture mentioned, to be assured for the Term or Terms, and under such yearly Rent in and by the said Indenture is expressed. And whereas also all that Forest of P. in the County of S. with all the Messuages, Houses, Cottages, Orchards, Gardens, Coppices, Woods, Underwoods, Soil, Ground and Hereditaments thereto unto belonging, is by the said W. W. mortgaged unto the said D. W. Gent. for the Sum of, &c. thereabout, with the Interest to grow due for the same. Now therefore this Indenture witnesseth, That for and in Consideration that the said F. P. hath joyned, and is ready to joyn with him the said W. W. in Sale of the said Mannors and Lands, and that the Moneys raised by the said Sale, have been and are to be received by the said W. W. and employed for and towards the payment and discharge of his own particular Debts; And to the end that a competent satisfaction may be made unto the said F. P. of the Right and Estate by him sold and passed away as aforesaid, and for other good Considerations him thereunto moving, he the said W. W. hath remised, released and quit-claimed, and these presents doth remise, release and quit-claim unto the said F. P. and the Heirs of his Body, the said power and authority to demise or grant, under the old and ancient Rent for the Term

Term

terms in the said Indenture expressed. And
 the said Indenture further Witnesseth, That for the
 better barring and extinguishing, of the said
 Power so to him limited by the said Indenture,
 to the said Capital Messuage or Farm, the
 Lands and Hereditaments reputed, taken or en-
 joyed as part or parcel thereof, and in Consideration
 of the Sum of 5 *l.* to him in hand paid
 by the said H. A. and H. H. before the sealing
 and delivery hereof, the receipt whereof he
 hath hereby acknowledge, He the said W. W.
 hath bargained and sold, and by these Presents
 hath bargained and sell unto the said H. A. and
 H. H. the said Capital Messuage or Farm, Lands, Tenements
 and Hereditaments before mention-
 ed being reputed taken or enjoyed as part or
 parcel of the same; And the Reversion and Re-
 versions, Remainder and Remainders thereof,
 and all Rents reserved upon any Demise made
 of the same, To Have and to Hold the said
 Capital Messuage or Farm, Lands, Tenements
 and Hereditaments, with their and every of
 their appurtenances, unto the said H. A. and H. H.
 their Executors and Administrators, for and du-
 ring the Term of thirty one years from hence-
 forth next ensuing, if he the said W. W. shall so-
 long live, upon Trust notwithstanding that they
 shall at all times from henceforth stand possessed
 of and in the said Capital Messuage or Farm,
 Lands and Premises, in Trust only for the benefit
 of the said W. and his Assigns, and shall permit
 them to receive all the Rents, Issues and
 Profits of the same, but shall not joyn with him
 the said W. W. in renewing of Leases of the
 same, according to the said Power, upon the old
 Term, in case the same shall fall in possession by
 the death of the present Tenant, or by any other
 determination of the Estates now in being of
 the

Bargain and
 Sale in Trust,
 for security of
 the Release.

Habendum.

Covenant for
discharging
the Mortgage.

For settling the
Premises on
his Son.

For doing fur-
ther acts, for
extinguishing
power of ma-
king Leases.

the said Farm or Lands, which are part or parcel of the same. And the said W. W. in further Consideration of the Premises, for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said H. A. and H. H. their Executors and Administrators, by these Presents, That he the said W. W. his Executors or Administrators, or some of them, shall and will well and truly satisfy and pay unto the said D. W. his Executors or Administrators, or some of them, the said Sum of, &c. with Interest for redemption of the Mortgage made of the said P. Forest, and the Lands to the same belonging or enjoyed therewith, at the day and place in the said Deed of Mortgage specified, and shall and will well and sufficiently settle and convey the said Forest of P. and the Lands therewith Mortgaged unto the use of him the said W. W. for Life, without impeachment of Waste, and after to the use of the said A. P. and the Heirs of his Body Issuing, and shall and will clear and discharge all Charges and Incumbrances whatsoever, had, made or suffered by him the said W. W. or any other person in Trust for him, in and upon the said Lands. And further, the said W. W. for himself, his Heirs, Executors and Administrators, doth Covenant and grant to and with the said H. A. and H. H. their Executors and Administrators by these Presents That he the said W. W. shall and will from time to time, and at all times hereafter, upon request of the said H. A. H. H. or F. P. or any of them, make, do or execute, or cause to be made, done or executed, all and every such other and further act and acts, thing and things in the Law whatsoever, for the barring and extinguishing of his the said W. W.'s power of making Leases for Lives or Years of the said Farms or Lands, par-

of the said Mannor and Hundred of B. upon the old Rent, or for the setting and assuring of the said Forest of P. and other the said mortgaged Lands, immediately after the decease of him the said W. W. on the said F. P. and the Heirs of his Body issuing discharged of the said Mortgage, and freed from all other Incumbrances done or suffered by the said W. W. or any of his Trustees, as by the said H. A. H. H. and F. P. or any of them, their or any of their Counsel learned in the Law shall be reasonably devised, advised or required. And the said F. P. for himself, his Heirs, Executors and Administrators, Covenant, That the Son of the said W. W. his Executors and Administrators, by these presents, That he the said F. P. shall and will from time to time, and at all times hereafter, upon request and at the charges in the Law of the said W. W. or his Assigns, of the said Mannor of N. B. or either of them, joyn with him the said W. W. in the suffering of such Recovery Recoveries, or any other act or demise in Law whatsoever, for the selling away and bargaining of his the said F. P's Estate in the said Mannors, or either of them, for the benefit of the said W. W. as by him the said W. W. or his Assigns, or his or their Counsel learned in the Law, shall be reasonably advised or required, as the said F. be not thereby compelled to give any Covenant or Warranty, but only against his own Acts. In witness, &c.

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*A Release of Errors in two Judgments, in
Ejectment.*

K Now all Men by these presents, That Sir J. P. of, &c. for divers good Causes and Considerations me thereunto moving, Have remised, released, and for me, my Heirs, Executors and Administrators, for ever quit-claimed, and by these presents do remise, release and for ever quit-claim unto A. E. and S. H. of, &c. their Heirs, Executors and Administrators, all and all manner of Action and Actions, and all and every Writ and Writs of Error and Errors, and also all manner of Errors whatsoever, which the said Sir J. P. my Heirs, Executors or Administrators, might have and prosecute against the said A. E. and S. H. or either of them, their Heirs, Executors, and Administrators upon two several Judgments in Ejectment, in *Easter Term* now last past, by him the said S. H. as Lessee of the said A. E. obtained against the said Sir J. P. in his Majesties Court of Kings-Bench at *Westminster* for several Lands and Tenements in *S* in the County of W. and of and upon either of them, and also upon every other Judgment and Judgments whatsoever by them the said A. E. and S. H. at any time before the day of the date hereof, sued, obtained, recovered or had against me the said Sir J. P. in the said Court, for any matter, cause or thing whatsoever, In witness, &c.

*A Release for Money acknowledged to be part of
his Portion, according to the Custom of the City
Vide supra.*

A Release in part of performance of an Award.

K Now all Men, &c. That I W. W. of, &c. in part of performance of an Award Indented, bearing date, &c. made and given up by S. T. for and concerning some differences lately being or depending between J. S. of, &c. on the one part, and me the said W. W. on the other part; And according to the true intent and meaning of the said Award Indented, Have remised, released and quit-claimed, and by these presents do for me, mine Executors and Administrators, remise, release and quit-claim unto the said J. S. of, &c. his Executors and Administrators, all and all manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Debts, Accountss Reckonings, Forfeitures, Trespasses, Condemnations, Judgments, Executions, Claims and Demands whatsoever, &c. from the beginning of the World until the day of the date hereof. In witness, &c.

A Release of a Copyhold Estate.

TO all Christian People to whom these presents shall come, R. B. of L. in the County of S. Gent. and G. B. of L. aforesaid, Brother of the said R. B. send Greeting. Whereas the said R. B. is or was seized for and during the Term of his Natural life, according to the Custom of the Mannor of S. O. in the said County of S. of and in one Copyhold Messuage or Tenement, with the appurtenances in S. O. aforesaid, being parcel of the said Mannor, with the appurtenances

nances, late in the tenure or occupation of J. B. deceased, and of and in several parcels of Lands Meadow and Pasture to the same belonging, or reputed part there: And whereas the said G. B. hath a Copyhold Estate for the Term of his life, in the said Messuage and Premisses in Reversion after the death of the said R. B. as by the Court-Rolls of the said Mannor of S. O. appeareth. Now know you therefore, That the said R. B. and G. B. for and in pursuance of an Agreement heretofore made and concluded between the said R. B. and T. K. Esq; Lord of the said Mannor of S. O. for the said Copyhold Estates, and for and in Consideration of the Sum of, &c. of lawful Money of *England*, by him the said T. K. in hand paid to the said R. B. and G. B. or one of them, before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, and for other good Causes and Considerations them thereunto moving, have granted, yielded up, surrendered, remised, released and quit-claimed, and by these presents they the said R. B. and G. B. do, and either of them doth grant, yield up, surrender, remise, release and for ever quit-claim unto the said T. K. and unto F. and C. of, &c. Gent. and to their Heirs, Executors and Administrators, for ever, which said T. H. and F. C. are, or one of them now is Lord of the said Mannor of S. O. and are, or one of them now is in the actual possession of the said Premisses, their said several and respective Copyhold Estates in the said Messuage, Lands and Premisses, and in any part or parcel of the same, and all their and either of Estate, as well Freehold as Copyhold, Right, Title, Interest, Possession, Claim and Demand whatsoever, either in Law or Equity, or according to the Custom of the said Mannor or otherwise

wife howsoever; And the said R. B. and G. B. do for themselves, their Executors, and Administrators, covenant and grant to and with the said T. K. and F. C. ther Heirs, Executors and Administrators by these presents, That they the said R. B. and G. B. shall and will from time to time, and at all times hereafter, upon request and at the costs and charges in the Law of the said T. K. and F. C. or either of them, do and perfect, or cause to be done and perfected, all such lawful and reasonable acts and things in the Law whatsoever, for the surrendring, barring and extinguishing of their or either of their Right and Estate, as well free as Customary, and all their or either of their claim or demand in or to the said Messuage, or Tenement and Premisses, or any of them, as by them the said T. K. and F. C. or either of them, their or either of their Heirs or Assigns of the said Mannor shall be reasonably advised or required. In Witnels,

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Revo-

Revocations.

A Revocation of Uses according to two several Provisoes.

TO all Christian People to whom this present Writing shall come, M. T. Wife of J. T. &c. sendeth Greeting in our Lord God Everlasting. Whereas they the said J. and M. his Wife, in and by a certain Indenture bearing date the, &c. day of, &c. and made between the said J. T. and M. his Wife of the one part, and G. P. of, &c. and H. W. of, &c. of the other part for the Causes and Considerations in the said Indenture expressed, They the said J. T. and M. his Wife for themselves and either of them, and for their and either of their Heirs, Executors, Administrators and Assigns, and every of them did covenant, promise, grant and agree to and with them the said G. P. and H. W. and either of them, and their and either of their Heirs, Executors, Administrators and Assigns, and every of them by the said Indenture, That they the said J. T. and M. his Wife, should and would before the, &c. day of, &c. then next ensuing the date of the said Indenture, acknowledge and levy one or more Fine or Fines *Cognizance de droit come ceo que ils ont de loi done*, in due form of Law in his Majesties Court of Common-Pleas at *Westminster*, before his Majesties Justices there, with Proclamation and Proclamations thereupon to be had and published, according to the form of the Statute in that behalf made and provided according to the common and usual course of Fines in such cases used, unto them the said E. P. and H. W. and their Heirs, or to the Heirs

of one of them , of all that Messuage , &c.
(recite the Lands) prout, Together, &c. And the
 Reversion and Reversions, Remainder and Re-
 mainders of all and singular, &c. And also all
 the Estate , Right , Title , &c. by the Name or
 Names of, &c. or by any Name or Names, num-
 ber or quantity of Acres whatsoever. The
 which Fine or Fines so as aforesaid, or in any
 other manner to be acknowledged, levied, exe-
 cuted or had , was covenanted , granted , con-
 cluded , condescended unto and fully agreed
 upon, by and between all and every the said
 parties to the said Indenture , for themselves
 and every of them , their and every of their
 several and respective Heirs and Assigns , and
 every of them by the said Indenture , should be
 and enure , and should be adjudged , deemed ,
 esteemed and taken to be and enure to the only
 uses , intents and purposes in and by the said
 Indenture expressed , declared limited and ap-
 pointed , and to none other use , intent or
 purpose whatsoever , (*viz*) To the use and
 behoof of them the said J. T. and M. his Wife,
 for and during the Term of their two Natural
 lives, and of the life of the longer liver of them,
 without impeachment of or for any manner of
 Waste ; And from and after their deceases and
 the decease of the longer liver of them , then
 to the use and behoof of E. T. Natural Daughter
 of the said M. and of the Heirs and Assigns of
 the said E. for ever , as in and by the said In-
 denture , amongst divers Provisoes , Covenants,
 Grants and Agreements , and other things
 therein contained , more at large it doth and
 may appear ; (In which said Indenture is con-
 tained two several Provisoes or Conditions in
 these words, or to this effect following ; *Provided*
always, &c. as in and by the said Indenture likewise

Rebocations.

it doth and may appear.) And whereas, according to the true meaning of the said Indenture a Fine was levied in His Majesties Court of Common-Pleas at *Westminster* of the said Messuage or Tenement, Yard-Land, and all and singular other the Premises, with the Appurtenances, as by the said Fine remaining upon Record in the said Court more at large appeareth: And whereas also the time limited by the said recited Indenture, for the payment of the said Sum of, &c. is not yet come, nor is the same or any part thereof, as yet paid. Now know ye therefore, That the said M. for divers good Causes and Considerations hereunto especially moving, according to the power and authority to her given by the said latter recited Provision or Condition, by this present Deed or Writing by her sealed and delivered in the presence of the Witnesses, whose Names or Hands are written upon the Backside of these presents, as Witnesses hereunto, being all of them credible Men Hath revoked, annihilated and made void, and by these presents doth revoke, frustrate, annihilate and make void all the Uses and Estates limited or appointed in or by the said recited Indenture, which are to take effect from and after the decease of them the said J. T. and M. his Wife, and the decease of the Survivor of them. In witness, &c.

Settle

Settlements.

Settlements, vide Joyntures.

Settlement before Marriage, by a Woman and her intended Husband, of an Annuity, whereof the Woman was seized in Fee, to prevent her Husbands intermeddling, and that it may be at her sole disposal during Coverture.

His Indenture Tripartite, made, &c. Between R. S. of, &c. Executrix of the last Will and Testament of J. K. deceased, of the first part, F. J. H. and M. O. of the second part, and B. of the third part. Whereas there is a Marriage intended by the Grace of God to be shortly had and solemnized between the said J. B. and R. S. And it is agreed between the said J. B. and R. S. That he the said J. B. shall only have and receive with the said R. S. the Sum of, &c. of lawful Money of *England* for her Marriage Portion, and that she the said R. S. is to dispose of the residue of her Estate real and personal, which she hath in her own Right, or as Executrix to the said J. K. to such person and persons, and for such use and uses, and upon such Trusts and Trusts, as to her the said R. S. shall seem fitting. Now this Indenture Witnesseth, That in pursuance of the said Agreement, and in Consideration of the Sum of 10*s.* of lawful Money of *England*, to her the said R. S. in hand paid by the said E. F. J. H. and M. O. at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and divers other good Causes and Considerations her

Recital of the intended Marriage and Agreement.

Grant.

her the said R. S. thereunto especially moving
 she the said R. S. Hath (by and with the private
 knowledge, consent and agreement of him the
 said J. B. testified by his being made a party
 and Signing and Sealing of these Presents
 granted, released and confirmed, and by the
 Presents doth grant, release and confirm unto
 the said E. F. J. H. and M. O. (in their actual pos-
 session now being, by virtue of a Bargain and
 Sale for one Month to them thereof made by
 the said R. S. by Indenture bearing date the 10th
 before the date hereof, and by force of the Statute
 tute for transferring of Uses into possession
 and to their Heirs and Assigns for ever, All the
 Annuity or Rent-charge of, &c. of lawful Money
 of *England*, issuing and going out of all that, &c.
 and the Reversion and Reversions, Remainders
 and Remainders of the said Annuity or yearly
 Rent-charge of, &c. and every part thereof, and
 all the Estate, Right, Title, Interest, benefit, and
 Distress, Entry, Claim and Demand whatsoever
 of, in, unto or out of the said Annuity or yearly
 Rent-charge, or of, in or to any part thereof.
 To have, hold, receive, perceive and take the said
 Annuity or yearly Rent-charge of, &c. and the profits
 and misses, and every part thereof, unto the said
 J. H. and M. O. their Heirs and Assigns, to be used
 only proper use and behoof of them the said
 E. F. J. H. and M. O. their Heirs and Assigns
 for ever: Upon Trust nevertheless, and to the intents,
 contents and purposes herein after limited, expressed
 and declared; (That is to say,) Upon Trust
 to the intent and purpose, That they the said
 E. F. J. H. and M. O. and the Survivors and the
 survivor of them, his Heirs and Assigns, shall dispose
 of the said Annuity or yearly Rent-charge of, &c.
 &c. and every part thereof, and of all Com-
 ments, Penalties and Advantages concerning

Habendum.

Trusts declared.

Trustees to
dispose as R. S.
shall appoint.

not unto him the said J. B. his Heirs, Executors, Administrators or Assigns, or any of them, any other person or persons, for his or their use, or by his or their appointment, but unto the proper hands of the said R. S. or to such other person and persons only, and to such other uses, intents and purposes only, and in such other manner only as by any Writing or Writings to be subscribed by the said R. S. with her own hand, in the presence of two or more credible witnesses, or by her last Will and Testament in writing testified as aforesaid, whether she shall then sole or married, shall be from time to time declared, limited and appointed, and shall dispose, employ or pay the same to any person or persons, or to any other uses, in any other manner, or by any other direction or appointment whatsoever. And from time to time, and at all times, until such appointment made and subscribed as aforesaid, they the said E. F. J. H. and M. O. and the Survivors and Survivor of them, his Heirs and Assigns, shall or may retain and keep in their or his hands and custody all the said Annuity or Rent-charge of, &c. and every part and parcel thereof, whereof no such appointment shall be made and continue in force as aforesaid. Provided always, and upon this further Trust and Confidence, and with this limitation, That they the said E. F. J. H. and M. O. and the Survivors and Survivor of them and his Heirs, shall and will any time or times hereafter, upon request of the said R. S. as well being married as sole, signified under Hand and Seal in Writing, grant, convey, release and dispose of the said Annuity yearly Rent-charge and Premises, and every part thereof, unto such Child or Children of the said R. S. by the said J. B. and for

Until appointment, to keep the Premises in their hands.

Proviso, to dispose to such of the Children of R. S. by J. B. as R. S. shall appoint, and for want of such Issue, then to such other persons as R. S. shall appoint, and for want of such appointment to the right heirs of R. S.

such

Covenant,
That R.S.
may dispose,
and Trustees
execute Trust
accordingly.

such Estate and Estates as she the said R. S. whether she shall be then sole or married, by her Writing as aforesaid, shall direct or appoint. And in default of such Issue, then to such other person or persons, and his or their Heirs, Fee, or for such Term or Terms, time and times only, and under such Trusts, Intents and Agreements only, as she the said R. S. shall nominate, assign and appoint by Writing as aforesaid when and as often as she shall require the same. And in default of such limitation, direction and appointment of the said R. S. to the right Heirs of the said R. S. And the said J. B. for himself, his Heirs, Executors and Administrators, do hereby Covenant, promise and agree to and with the said E. F. G. H. and M. O. their Heirs and Assigns in manner and form following; (That is to say) That she the said R. S. shall and may at all times hereafter, as well during the said intended Coverture, as if she was sole at her will and pleasure, according to the Agreement and Trust aforesaid, make any disposal or appointment of the said Annuity or yearly Rent of, &c. And the Premises, or of any part or parcel thereof, by any Writing under her Hand and Seal executed as aforesaid, and do all and every act and act concerning the Premises as fully and effectually being under Coverture, as if she was sole and unmarried. And that they the said E. F. J. H. and M. O. the Survivors and Survivor of them, his Heirs and Assigns, shall and may execute and perform the Trusts accordingly, without the suit, trouble or interruption of him the said J. B. his Heirs, Executors and Administrators, or any of them. Provided always, and it is declared by and between all the said parties to these Presents That they the said E. F. J. H. and M. O. the Survivors and Survivor of them, his Heirs and Assigns

all be only charged and chargable with, and accountable for such Moneys as they shall respectively actually receive, by, for or out of the Premises, and with no more, nor the one for the other, or with or for the Receipts or Disbursements one of the other; And that they and every of them shall and may be saved harmless, and deduct to themselves, by and out of the Premises, of and for all such Costs and Charges, Damages and Expences, as they or any of them shall bear, sustain, expend or be put unto, for or by reason of the Premises, or of the Trusts hereof herein before declared or the execution and management thereof, or any ways touching concerning the same. And the said J. B. for himself, his Heirs, Executors and Administrators, with Covenant, promise and agree to and with the said E. F. J. H. and M. O. their Heirs and Assigns, That it shall and may be lawful to and for the said E. F. J. H. and M. O. the Survivors and Survivor of them, his Heirs and Assigns, from time to time and at all times, upon the Trusts and the intents and purposes herein before declared, peaceably and quietly to have, hold, enjoy, receive, perceive and take the said Annual or yearly Rent-charge, and the benefit and advantage of the same, without the lawful suit, trouble, molestation, denial, contradiction or disturbance of him the said J. B. his Heirs or Assigns, or any of them, or any other Person or persons lawfully claiming or to claim, from or under him, them or any of them. And further, That he the said J. B. and his Heirs, Executors and Administrators, shall and will from time to time, and at all times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law, of the said E. F. J. H. and M. O. their Heirs and Assigns, do and execute, or cause or procure to be made,

Trustees to be charged with no more than they actually receive, and to deduct Charges.

That Trustees shall quietly receive upon the Trusts, &c.

J. B. to do any act to enable R. S. to make appointments.

Power of Revocation of any Uses or Estates to be hereafter appointed.

made, done or executed, all and every such further, other and reasonable act and acts for the executing, perfecting and performing the Trusts, intents and purposes aforesaid; and to enable the said R.S. notwithstanding the said intended Marriage, to declare, limit, dispose and appoint the said Annuity, or yearly Rent of, &c. and every or any part thereof, and the benefit and advantage thereof, as well during the said intended Coverture as before, according to the true intent and meaning of these Presents and of the Trusts herein before declared concerning the same. Provided nevertheless, that it shall and may be lawful to and for the said R. S. at any time or times hereafter during her Natural life, by and with the consent of the said E. J. H. and M. O. the Survivors and Survivor of them, and the Heirs of the Survivor of them, by any Deed or Deeds under her Hand and Seal executed and testified in the presence of two or more credible Witnesses, or by her last Will or Testament in Writing executed and testified as aforesaid, to revoke, alter change, determine or make void, in the whole or in part, all or any the Estates, Uses, Trusts and Appointments which she the said R. S. shall at any time hereafter make, declare and appoint by virtue of these Presents, and of the Power herein before mentioned; And by the same Writing or Writings, or by any new or other Writing or Writings executed and testified as aforesaid, limit, appoint and declare any new or other Uses or Estates of the said Premises, or such part thereof as shall be so revoked. And that from and after any such Alteration, Change or Revocation so made, all or such of the said Estates or Trusts as shall be so revoked, altered, changed, determined and made void as aforesaid

to so much for and concerning which, such Revocation, Alteration, Change or Determination shall be made, shall cease, determine and be void : And that then immediately after any new Uses or Estates, so to be limited as aforesaid, the said Annuity or yearly Rent-charge, or any part thereof, they the said E. F. J. H. and O. the Survivors and Survivor of them, and the Heirs of the Survivor of them, shall stand and be seized of the said Annuity or yearly Rent-charge, or such part thereof, to such and the same uses which shall be so limited and appointed by the said R. S. by any such Writing as aforesaid ; Any thing herein before contained to the contrary thereof in any wise notwithstanding. Witnesses, &c.

After any Revocation such part as shall be revoked to cease, and the Trustees to stand seized thereof, according to any new Declaration.

Settlement upon Marriage, with divers Powers and Restrictions.

THIS Indenture Quinquepartite, made, &c. Between the Right Honourable Sir C. M. &c. the Honourable R. M. &c. and Sir R. B. of, &c. the first part ; the Right Honourable W. P. and the Honourable M. H. &c. on the second part ; and the Right Honourable H. Marquis of, the Right Honourable Lord H. Baron of, R. L. of, &c. R. W. of, &c. and W. B. of, &c. the third part ; W. J. of, &c. on the fourth part, R. M. of, &c. on the fifth part, Witnesseth, that for and in Consideration of a Marriage intended, by the Grace and Permission of Almighty God shortly to be had and solemnized, between the said R. M. and the said M. H. and for and in consideration of the Sum of, &c. unto him the Lord Viscount M. in hand paid and secured to be paid by the said W. Lord P. as the Marriage

The Consideration Money being the Marriage Portion.

A Covenant to suffer a Recovery.

Marriage Portion for the said M. H. the receipt whereof he doth hereby acknowledge, &c. And for the settling of a Competent provision and allowance for the present maintenance of the said R. M. and M. H. for their livelyhood, and support, after the said Marriage shall be perfected and the provision of a Joynture for the said M. H. in case she shall happen to survive the said R. M. the same to be in full bar and recompence of her Dower or Thirds at Common Law, and for the settling and assuring of the, &c. hereafter mentioned to the several Uses, and upon the Trusts, and under the Provisoos and Agreements hereafter contained. It is Covenanted, concluded and fully agreed by and between the said Parties, and the said C. Viscount M. and R. M. do, and either of them doth Covenant, conclude and agree to and with the said W. Lord P. his Executors and Administrators by these Presents That they the said C. Viscount M. and R. M. shall and will before the Feast of, &c. next ensuing after the date of these Presents, permit and suffer one or more good and perfect Common Recovery or Recoveries with treble Voucher, to be sued forth and suffered of the Mannors, &c. hereafter mentioned, at the equal Costs and Charges in the Law of the said Lord Viscount M. and Lord P. and that for the better performance thereof, and in order thereunto it shall and may be lawful to and for W. J. and T. H. to sue forth and prosecute one or more Writs of Entry *Sur disseisin en le Post*, returnable before the Justices in the County Palatine, by which Writ or Writs the said W. J. and T. H. shall command against the said W. F. &c. who are Tenant to the Freehold of the Mannors, &c. hereafter mentioned, by virtue of a Bargain and Sale made by the said C. Lord M. R. M. and Sir R. B.

Indent

Indenture bearing date with these presents, and intended to be Enrolled in the said County Palatine, all those, &c. And also all Rents and yearly Profits, Reservations and Services, reserved or payable in, by or upon any Lease or Leases, Grant or Grants, had, made or granted, or mentioned to be had made or granted or of the Premises, by such apt and convenient names, descriptions and numbers of Acres as in that behalf shall be agreed upon, according to the usual course of Common Recoveries of Lands in such cases used, in which the said N. F. and, &c. shall appear in person and vouch to Warranty the said C. Lord Viscount M. who shall also appear in person and shall vouch over the said R. M. who shall likewise appear in person and shall vouch over the Common Vouchee, who shall appear and enter into the Warranty and Imparl, and after depart in contempt of the Court, whereby good and perfect Common Recovery with credible Voucher thereupon may be had and executed in and upon the said Writ in all things, according to the usual course of Common Recoveries in such cases used to be had, suffered and executed of the Premises, and every or any of them, by and between the said parties or any of them, shall be and enure, and shall be adjudged, deemed and construed and taken to be and enure unto the several and respective Uses, and upon the Trusts and under the Provisoes and agreements hereafter declared; (That is to say,) to the intent and purpose that he the said M. and his Assigns, shall and may immediately from and after the solemnization of the said Marriage, have and receive out of the said Mannor, &c. and Premises, the yearly Rent, &c. for and during the joynt Lives of the said C. Lord Viscount M. and R. M. the same to

A a

be

**A power to
make Distress.**

**A power to
make Leases.**

be paid at the four usual Feasts or days of payment in the year ; (that is to say,) the Feast of, &c. by equal portions, without defalcation or abatement for Taxes, or for any other cause or thing whatsoever, the first payment to begin and be made on the, &c. next ensuing after the date of these presents. And to the further intent and purpose, that when and as often as the said Rents, or any of them, shall be behind or unpaid at the several days and times whereon the same or any of them are limited and appointed to be paid as aforesaid ; that then and so often it shall and may be lawful to and for the said respective persons to whom the said Rents are respectively appointed and limited as aforesaid, and to and for their respective Assigns, into or upon the Premises, or any of them, or upon any part or parcel of them, to enter and distrain, and the Distress and Distresses then, and there found, to lead, drive away and impound and in pound to detain and keep until they, every or any of them shall be respectively satisfied the said respective Rents and the arrearages of the same respectively to be due, together with the Costs and Damages to be sustained by them or any of them. Provided always, and it is hereby declared and agreed by and between all the said parties to these present, and the true intent and meaning of them and every of them and of these presents is, That it shall and may be lawful to and for the said, &c. from time to time, during the Term of his Natural life, notwithstanding the said H. Marquess, &c. L.H. &c. or any of them, their Executors or Assigns, shall be in possession by virtue of the Limitations in these presents, or that the said F. Countess, &c. or any other shall be in possession of the said Mannor, &c. or Premises, to make any Devise

or Demises, Lease or Leases of all and every or any of the said Messuages, Lands, &c. and Premisses, heretofore usually letten to Tenants for Old Rents, and not occupied in demesne to any person or persons, for one two or three Lives in possession, or for any number of years determinable upon one, two or three Life or Lives in possession, or for one or two Life or Lives, or for any number of years determinable upon one or two Life or Lives by way of future interest or expectancy after any Estate or Lease for one Life, or determinable upon one Life then in being, or for one Life or any number of years determinable upon two Lives then in being, so as there be not at any time in possession and reversion, both Estates put together, any more than three Lives in being, or more than one and twenty years in possession; or if a greater number of years, that then the same be determinable upon two or three Lives at most, and so as in and upon all and every the same Leases, Demises and Limitations, the old and accustomed yearly Rents and Services or more be reserved, to be yearly paid during the same Terms, and shall and may continue due and payable during the several continuances of every of the said several Demises and Leases, unto every such person and persons respectively as for the time being, shall have the immediate Reversion, Remainder or Estate of and in the said Premisses so happening to be demised or leased, according to the true intent or meaning of these presents, and so as none of the said Demises or Leases so to be made as aforesaid, be made dishonourable of Waste, and that all such Demises or Leases as at any time or times after the suffering of the said Recovery or Recoveries shall happen to be made by the said C. Viscount M.

The Estates
and Leases
made accord-
ing to the
Powers, to
take effect as
the same shall
be in priority.

And not to be
subject to any
distress for the
Rents hereby
granted.

A Power to
charge Lands
with a Sum of
Money after
his death.

as aforesaid, shall be good and chargeable in the Law to all intents, constructions and purposes, according to the tenor and effect of every of the same Demises or Leases, against all and every person and persons before in these presents mentioned, their Heirs, Executors, Administrators and Assigns, and every of them. And it is hereby further provided, agreed and declared, and the intent of all parties to these presents is, That every of the said Leases and Estates to be made by virtue of the said Powers before mentioned, or any of them, shall take effect and stand good, according as the same shall in priority of time be made, one before the other, by force of the Powers or Provisoes aforesaid; and also that all the several and respective Lessees, to whom any such Lease or Leases shall be so made, their Executors and Assigns shall have, hold and enjoy the several parcels to be so to them leased as aforesaid, during the continuance of their respective Interest and Estates, without being liable or subject unto any Distress, for or by reason of the Non-payment of any of the said several Rents-charge before limited, granted and appointed, or to be hereafter limited, granted or appointed, by force and virtue of the Powers and Provisoes hereafter mentioned, or any of them, it being the true intent and meaning of these presents, that the said respective Leases shall not be subject unto any Distress, but only for the respective Rents and Services reserved upon the respective Leases and Estates. Provided always, and it is hereby further decreed and declared by and between all the said parties, That it shall and may be lawful to and for the said Viscount M. at all times hereafter, during the Term of his Natural, life, by any Writing or Writings, to be by him Sealed and Subscribed in

the presence of two or more credible Witnesses, or by his last Will in writing, testified as aforesaid, to grant, limit and appoint one yearly Rent, not exceeding the Sum of, &c. to be yearly issuing out of and charged upon the Premises, or any part or parcel of the same for any number of years, not exceeding the number of, &c. for raising of any Sum or Sums, of Money, not exceeding the Sum of, &c. the said Rent not to commence or be payable until after the decease of the said C. Viscount M. and the said F. T. and the Survivor of them, the same to be paid at the four usual Feasts or days of payment before-mentioned, by equal portions, without any deduction or abatement to be made out of the same, for Taxes or for any other cause or thing whatsoever, the first payment to begin and be made on such of the said Feasts as shall first happen, next after the decease of the said C. Viscount M. and F. T. and the Survivor of them. Provided also, and it is hereby further agreed and declared by and between all the said parties, That in case the said R. M. shall happen to have issue by the said M. his intended Wife, one or more Sons, and also one or more Daughter or Daughters, That then it shall and may be lawful to and for the said R. M. at any time during his Natural life, by any Writing or Writings to be by him Sealed and Subscribed in the presence of two or more Witnesses or by his last Will and Testament in writing, testified as aforesaid, to grant one yearly Rent, not exceeding the Sum of, &c. to be yearly issuing out of and charged upon the said Premises, or any part or parcel of them for any number of years, not exceeding the number of, &c. for raising of any Sum or Sums of Money for the Portions and Provisions of such Daughter or Daughters, the said yearly

A Power to grant an Annuity for Daughters,

A power to
give portions
to younger
Sons.

A power to
make distress
for non-
payment.

Rents to be payable immediately after the decease of the said C. Viscount M. and F. T. and the Survivor of them, the said yearly Rent to be paid, as in the Proviso aforesaid. Provided also, and it is hereby further agreed and declared by and between all the said parties, that it shall and may be lawful to and for him the said R. M. in case he shall have Issue one or more younger Sons, by him begotten upon the Body of the said M. his intended Wife at any time during his Natural life, by any Writing or Writings to be by him sealed and subscribed in the presence of two or more Witnesses, or by his last Will and Testament in writing, testified as aforesaid, to grant, limit and appoint any yearly Rent or Rents unto such younger Son or Sons, for and during the Term of the respective life or lives of such Son or Sons, for his or their provision and maintenance, not exceeding the yearly Sum of, &c. to be limited for the provision and maintenance of any one of the said younger Sons, the said yearly Rents, not to commence and be payable till after the decease of the said, &c. (as in the Proviso aforesaid.) And it is hereby further agreed and declared, That when and as often as the said yearly Rents or any of them shall be behind and unpaid at any of the said several days and times whereon the same or any of them are limited and appointed to be paid as aforesaid, that then and so often it shall and may be lawful to and for the said several and respective persons to whom the said Rents are or shall be respectively limited or appointed as aforesaid, and to and for every of them, and to and for their respective Executors, Administrators or Assigns, into and upon the Premises, or any of them, or upon any part or parcel of them, which is or shall be liable unto and charged

ed with the payment of the same to enter, and the Distress and Distresses then and there found to lead, drive away and impound, and impounded to detain and keep until they and every or any of them shall be respectively satisfied the said several and respective Rents, and the Arrearages of the same respectively due, together with the Costs and Damages to be sustained by them or any of them, by reason of the non-payment of the said respective Rents and Arrearages, or any of them. And it is hereby declared and agreed by and between all the said parties to these presents, That this Assurance and the Recovery or Recoveries to be suffered in pursuance of the same, shall not be construed to extend to prejudice the power limited and reserved unto the said C. Viscount M. for making Leases of such parts of the said Premises as have been usually letten, rendering the old Rents, &c. but that all other Powers and Authorities in and by the said Indenture, or any other Indenture heretofore reserved unto the said, &c. or any other Person in Trust for him to charge the said Premises, with any Sum or Sums of Money for payment of Debts, for provision for younger Sons or Daughters, or for any other cause or thing whatsoever, excepting only such Powers as are to him limited and reserved by these presents, are and shall be by these presents and the recovery to be suffered in pursuance thereof absolutely barred, released and extinguished. In witness, &c.

The Powers limited to make Leases as usual, under the old yearly Rents, not to be prejudiced hereby; but all other former powers, except such as are herein limited to be barr'd and extinguish'd.

A Deed of Exchange.

Referance to
an Agreement
in an Inden-
ture Quinque-
partite.

THis Indendure made, &c. Between W. C. of, &c. of the one part, and N. C. of, &c. of the other part, Whereas according to the intent and agreement of certain Indentures Quinquepartite, bearing date, &c. made between R. C. of, &c. and A, his Wife, of the first part; J. C. the younger, of, &c. Son and Heir of the said J. C. the elder, and S. Wife of the said J. C. the younger, of the second part; the said W. C. party to these presents, one of the Sons of the said J. C. the elder, and E. Wife of the said W. C. of the third part; the said N. C. party to these presents, another Son of the said J. C. the elder, of the fourth part; and W. S. of, &c. and T. C. of, &c. of the fifth part; and by virtue of the Fine mentioned therein and accordingly levied, the said W. C. is lawfully seized of and in all that Messuage or Tenement situate, &c. And whereas the said N. C. according to the intent and agreement in the said Indenture Quinquepartite, and by virtue of the Fine aforesaid, is in like manner seized of one other Messuage or Tenement, with the appurtenances, situate in, &c. as in and by the said Indenture, relation being thereto had, may at large appear. And whereas the said W. C. and N. C. are minded and willing to Exchange the said Premisses one for another (That is to say,) The said N. to have the said Premisses that belong to the said W. and the said W. to have the said Premisses that belong to the said N. Now this Indenture therefore witnesseth, That the said W. C. in Consideration and in pursuance of the said Exchange, and for the Sum of, &c. of lawful Money of *England*, to him the said W. by the said N. paid, the receipt whereof he the said W. hereby acknowledgeth, and for

other

other good Causes and Considerations, Hath exchanged, bargained, sold, aliened, transferred and confirmed, and by these Presents doth exchange, grant, bargain, sell, alien, transfer and confirm unto the said N. C. his Heirs and Assigns, all that Messuage or Tenement, &c. and the Reversion and Reversions, Remainder and Remainders thereof, with all the Right, Title and Interest of the said W. C. thereto, To Have and to hold the said Messuage or Tenement, late in the Tenure of, &c. and all other the Premises hereto belonging, with the appurtenances, unto the said N. C. his Heirs and Assigns, to the only use of him the said N. his Heirs and Assigns, for ever. And the said N. C. in Consideration thereof, and for other good Causes and Considerations him thereunto moving, Hath exchanged, granted, bargained, sold, aliened, transferred and confirmed unto the said W. C. his Heirs and Assigns, all that Messuage or Tenement, with the appurtenances of him the said N. late in the tenure or occupation of, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and all the Right, Title and Interest of him the said N. thereto, To have and to hold the said Messuage, &c. and all other the Premises of him the said N. C. with the appurtenances, unto the said W. C. his Heirs and Assigns, to the only use of him the said W. C. his Heirs and Assigns for ever. And the said W. C. for him, his Heirs, Executors, Administrators and Assigns, doth Covenant and grant to and with the said N. C. his Heirs and Assigns, That he the said N. his Heirs and Assigns shall or may peaceably and quietly have, hold and for ever enjoy the said Messuage and Premises, with the appurtenances to him the said N. bargained, exchanged and transferred as aforesaid, without

The first Habendum.

The second Habendum.

Covenant for peaceable enjoyment.

Mutual Cove-
nants for fur-
ther Assu-
rance.

without the let, eviction or denial of the said W. C. his Heirs, Executors or Administrators, or any other person or persons lawfully claiming or to claim, from, by or under him or them. And that the said W. C. and his Heirs, and all other person and persons lawfully claiming from, by or under him or them, shall and will at the reasonable request and at the Costs and Charges of the said N. C. his Heirs and Assigns, at any time or times during the space of five years now next coming, make, do, acknowledge, execute and suffer, or cause or procure to be made, done, acknowledged, executed and suffered, such further and other reasonable act and acts, things and things, for the further and better assuring and conveying of the Premises hereby to him the said N. bargained as aforesaid, unto him the said N. his Heirs and Assigns, as he the said N. his Heirs and Assigns, or his or their Counsel learned in the Law shall reasonably require, to be and enure to the only use of him the said N. his Heirs and Assigns, and for or to no other use, intent or purpose whatsoever. And the said N. C. for him, his Heirs, Executors, Administrators and Assigns, doth Covenant and grant to and with the said W. C. his Heirs and Assigns, by these Presents, That he the said W. C. his Heirs and Assigns, shall or may peaceably and quietly have, hold and for ever enjoy the said Messuage and Premises to him the said W. hereby bargained, exchanged and transferred as aforesaid, without the let, eviction or denial of him the said N. C. his Heirs, Executors, Administrators or Assigns, or any other person or persons lawfully claiming, or to claim, from, by or under him or them. And that the said W. C. and his Heirs, and all other person and persons, and their Heirs, lawfully claiming or to claim from,

from, by or under him or them, shall and will, at the reasonable request, and at the Costs and Charges of the said W. C. his Heirs or Assigns, at any time or times during the said space of five years now next coming, make, do, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered such further and other reasonable acts and things, for the further and better assuring and conveying of the Premises to him the said W. bargained and exchanged as aforesaid, unto him the said W. C. his Heirs and Assigns, as the said W. his Heirs or Assigns, or his or their Counsel Learned in the Law shall reasonably require to be and endure to the only use of him the said W. C. his Heirs and Assigns, and to or for none other use, intent, behoof or purpose whatsoever. In Witness, &c.

An Indenture of Covenants upon Marriage.

THis Indenture Tripartite, made, &c. Between A. R. of, &c. of the first part, C. D. of, &c. of the second part, and E. F. of, &c. of the third part, Witnesseth, That whereas it is intended and meant, that a Marriage shall shortly hereafter (by Gods permission) be had and solemnized between the said C. D. and K. S. one of the Daughters of the said E. F. Now as well in Consideration of the said Marriage to be had Consideration. and solemnized between the said C. D. and K. S. as aforesaid, as of the Sum of 1000 £. of lawful Money of *England*, for the Marriage Portion of the said K. by the said E. F. to the said A. B. well and truly in hand paid, And for some competent provision and advancement to be had, assured and made, as well to and for the said C. D. and

Covenant to
levy a Fine,
or other Assu-
rance.

and the said K. so intermarrying together for the Joynture of the said K. as for the provision preferment and livelihood of such Issue as shall be begotten between them the said C. D. and the said K. after their said Intermarriage. And for the further settling, estating and assuring of all and singular the Messuages, Lands, Tenements and Hereditaments herein mentioned, in such manner and form, and to such uses, intents, limitations, behoofs and purposes as herein after are expressed, limited and declared; It is hereby Covenanted, granted, concluded, condescended unto and fully agreed upon, by and between all the said parties to these Presents, and every of them in manner and form following. And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, for the Consideration aforesaid, doth hereby Covenant, grant and agree to and with the said E. F. &c. and every of them, their and every of their Heirs, Executors and Administrators, That he the said A. B. on or before, &c. next ensuing the date hereof, by one or more Fine or Fines to be duly passed and levied before the Justices of our Sovereign Lord the King, of his Highness Court of Common-Pleas at *Westminster*, (where upon the Proclamations shall or may be had, according to the Laws and Statutes of this Realm of *England* in that behalf made and provided, Between the said E. F. Plaintiff and the said A. B. deforçant, or by such other lawful and reasonable Conveyance and Assurance, as by the said E. F. his Heirs and Assigns, or his or their Counsel Learned in the Law shall be reasonably devised, advised and required,) shall and will sufficiently convey and assure, or cause to be sufficiently conveyed and assured unto the said E. F. &c. their Heirs and Assigns, all that Capital Messuage

Tenements, &c. And all other the Messuages, Lands, Tenements, Meadows, Pastures, Grounds and Hereditaments whatsoever, with their appurtenances, of him the said A. B. within the Towns, Parishes, Fields or Hamlets of W. S. and in every or any of them, or elsewhere in the County of K. by such convenient names, qualities and numbers of Acres as shall be thought in that behalf. And it is hereby also, for the considerations aforesaid, fully and absolutely covenanted, granted, concluded and agreed by and between the said parties to these Presents, that the said Fine and Fines, Recovery and Recoveries, Assurance and Assurances whatsoever, for, touching and concerning the said Messuages, Lands, Tenements, Hereditaments and Premises, and every or any of them to be had, tried, suffered or executed by and between the said parties to these Presents, or any of them, or their or any of their Heirs, and the full execution of them and every of them shall be and endure, And that the said Conusees and their Heirs and Assigns shall thereof, and of every part and parcel of the said Lands and Premises, and and be seized to the uses, behoofs, intents and purposes herein after limited, expressed and declared; (That is to say,) To the use, intent and behoof that the said C. D. and his Assigns, immediately from and after the said Inter-marriage with the said K. S. shall and may have, perceive, receive, take and enjoy to his and their own use and behoof, during the Life of the said A. B. one Annuity or yearly Rent-charge of 50 l. per Annum of lawful Money of England, to be issuing out of, in and upon all the said Messuages, Lands, Tenements, Hereditaments and Premises before mentioned in the Towns, Parishes, Fields and Hamlets of the said W. S. and

The Uses.

A Rent-charge to the Husband during his Father's life.

Place of Pay-
ment.

Distress for
non-payment.

Annuity for
the Wife.

and S. aforesaid, in the said County of K. and out of and upon the said forty Acres of Meadow in a Meadow aforesaid, now or late in the Tenure of, &c. as aforesaid: To Have and to Hold the said Annuity or Annual Rent of 150 l. to him the said C. D. and his Assigns, for and during his Natural life (if he the said A. B. shall so long live) the same to be paid to him the said C. D. and his Assigns, at the now dwelling-house of &c. at the Feast of, &c. by equal portions. And if it shall happen the said Annual or yearly Rent of 150 l. to be behind and unpaid in part or in all, by the space of thirty days next over or after any of the said Feasts aforesaid, or which the same ought to be paid as aforesaid. That then it shall and may be lawful to and for the said C. D. and his Assigns, into the said Premises, so as aforesaid charged or chargeable or for the payment of the said Rent or yearly Annuity as aforesaid, or any of them from time to time upon every such default or payment as aforesaid, to enter and distrain, and the Distress and Distresses then and there found and taken to take, lead, drive and carry away, and the same with him and them to impound, detain and keep, until he and they shall be of the said Annuity or Rent, and of the Arrearages thereof (if any shall be) fully satisfied and paid. And also further, to the use and behoof, intent and purpose, That she the said K. so Intermarrying with the said C. D. shall and may from and immediately after the death of him the said C. D. and thenceforth during the life of him the said A. B. have, receive, perceive, take and enjoy to her and her Assigns, to her and their own use and behoof, for her then present livelihood and maintenance, one Annuity or yearly Rent in charge of 150 l. of like Money, to be issuing

and payable out of, in and upon the said
 Messuage, Lands, Tenements, Hereditaments
 and Premises aforementioned in W.S. and E.
 aforesaid, so as aforesaid by these Presents charg-
 ed or chargeable with and for the payment of
 the said pre-mentioned Annuity or Rent-charge,
 unto and for the use and behoof of the said
 C. D. To Have and to Hold the said Annuity or
 annual Rent-charge of 150 *l. per Annum* to
 the said K. and her Assigns, for and during her
 natural life as aforesaid, if the said A. B. shall so
 long live and not otherwise, nor in any other
 manner, To be paid to the said K. and her
 Assigns, at the Feasts of, &c. by even and equal
 portions, at the place of payment afore-men-
 tioned, the first payment thereof to begin and
 be made at such of the said Feasts as shall first
 and next happen immediately after the death
 of the said C. D. if the said A. B. shall be then
 living, and if it shall happen the said Annuity or
 yearly Rent to be behind and unpaid, in part or
 all, by the space of forty days next over or after *Distress.*
 any of the said Feast-days of payment thereof
 above-mentioned, on which as aforesaid the same
 limited, appointed and agreed to be paid, That
 when the said A. B. his Executors and Assigns,
 shall and will forfeit and pay to the said K. and
 her Assigns the Sum of, &c. for every forty days, *Nomine pane.*
 which the said Annuity shall be so unpaid as
 aforesaid; And that upon every such default of
 payment, as well of the said Annuity or actual
 Rent of the said Sum or Sums of Money so for-
 feited, and to be from time to time forfeited
 aforesaid, it shall and may be lawful to and
 for the said K. or her Assigns, into the said
 Lands and Premises so charged as aforesaid, and
 to every or any part or parcel thereof, from
 time to time to enter and distrain, and the Dis-
 tress

Settlement of
the Freehold.

stres and Distresses then and there found to take
lead, drive and carry away, and the same with
her and them to detain, impound and keep
until she and they, as well of the Rent-charge
and of the Arrearages thereof, if any be, as of
the Sum or Sums so to be forfeited *Nomine, per*
as aforesaid, shall be fully satisfied and paid.
And for, touching and concerning the Freehold
and Inheritance of all and singular the said Mes-
suages, Lands, Tenements, Hereditaments and
Premises, with their and every of their Rights
Members and Appurtenances in the said County
of K. which are so charged with the Annuities
as aforesaid, To the use and behoof of the said
A. B. and his Assigns for and during his Natural
life, and after his decease, then to the use and
behoof of the said C. D. and his Assigns for
and during his Natural life; and after his decease
then to the use and behoof of the said K. if
she Intermarry with the said C. D. and of her
Assigns for and during her Natural life; And
after their said several deceases, then to the use
and behoof of the first Son of the Body of the
said C. D. and of the said K. between them to be
begotten, and of the Heirs Males of the Body of
such first Son lawfully to be begotten; And in
default of such Issue, then to the use and behoof
of the second Son of the Bodies of the said C. D.
and of the said K. between them to be begotten
and of the Heirs Males of the Body of such
second Son to be begotten; And for default of
such Issue, then to the use and behoof of the
third, fourth, fifth, sixth, seventh, eighth, ninth,
tenth, eleven and twelfth Son or Sons of the
Bodies of the said C. D. and of the said K. be-
tween them lawfully to be begotten one after
another successively and in order, as they shall
be in Age and Seniority, and to the use of the

Heir

Heirs of their several Bodies lawfully to be begotten respectively and successively in order and course of Inheritance, one succeeding another, in such manner and form as is of the said first and second Son aforesaid, first limited and appointed; And for default of such Issue Male, then to the use and behoof of the Heirs Females of the Bodies of the said C. D. and of the said K. between them lawfully to be begotten; And for default of such Issue, then to the use and behoof of the Heirs of the Body of the said C. D. lawfully to be begotten; And for default of such Issue, then to the use and behoof of the right Heirs of the said A. B. the Elder for ever, and to or for none other use, intent, behoof or purpose whatsoever. And it is hereby fully and absolutely agreed upon, condescended unto, and declared by and between all the said parties to these Presents, That the said Annuity so granted to and for the behoof of the said K. as aforesaid: And the said Estate so made, passed, settled and assured for her use and behoof, out of, in and upon the said Lands, Tenements, Hereditaments and Premises, in such sort and manner as in these Presents afore-mentioned and agreed upon, are by the full agreement of all parties to these Presents agreed and condescended unto, to be and to stand for the full Joynture of the said K. and for and in full recompence, barr, discharge and satisfaction of and for all Dower and Thirds, which the said K. by and after her said Intermarriage with the said C. D. may or might after his decease, by the Laws of this Land, have, challenge or demand out of or upon any Lands, Tenements or Hereditaments whatsoever of him the said C. D. And for, touching and concerning all other the Freehold Lands, Tenements and Hereditaments of the said A. B.

The Annuity
and the Estate
to be for the
Joynture.

Settlement of
other Lands
not chargeable
with the An-
nuity.

Father Cove-
nants, That
he is sole
seized.

Covenant,
That the Pre-
misses shall be
free from In-
cumbrances.

in the said Parishes of, &c. and every of them not before charged with the said Annuity, nor conveyed or settled for the Joynture of the said K. to the use and behoof of the said A. B. for and during his Natural life, dispunishable and without impeachment of or for any manner of Waste; and after his decease to the use and behoof of the said C. D. and of the Heirs Males of his Body to be begotten; and for default of such Issue, then to the use and behoof of the said A. B. and of his Heirs for ever. And the said A. B. for himself, his Heirs, Executors and Assigns, doth Covenant, grant and agree to and with the said E. F. &c. their Heirs, Executors and Assigns, and every of them by these Presents, That he the said A. B. at the day of the date of these Presents, and at the time of the enfealing and delivery of the same, is and standeth lawfully and solely seized of and in all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises of a good, sure, perfect and absolute Estate of Inheritance in Fee-simple without any Condition or Limitation or power of Revocation, or other power to alter, change or determine the same; and so shall and will stand and thereof continue and be seized unto the said Lands, Tenements, &c. with the appurtenances, be and shall be absolutely seized and assured as aforesaid, unto and in them the said E. F. &c. and their Heirs, to the uses and behoofs aforesaid, according to the true intent and meaning of these Presents. And that in all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, with the appurtenances, shall and may from time to time and at all times hereafter, remain, continue and enure and be to the said E. F. &c. and their Heirs and Assigns, to the uses, intents and limitations hereinafter expressed.

herein before expressed and declared, without the lawful disturbance or interruption of the said A. B. his Heirs or Assigns, or any other person or persons claiming, or which may claim any Estate or Interest therein or thereout, by, from or under him, them or any of them, or his, their or any of their Estate or Interest. And that the said A. B. and his Assigns, shall and will for and during his Natural life, well and sufficiently save and keep harmless and indemnified the said Lands and Premises, so charged or liable for and with the said several Annuities of 150 l. and of and from one Annuity or Rent-charge of 24 l. *per Annum*, now or heretofore claimed out of the Premises, by one T. G. Gent. and his Heirs. And the said C. D. doth for him, his Heirs, Executors and Administrators, Covenant and grant to and with the said E. F. &c. their Heirs and Assigns, by these Presents, That the said Lands and Premises so charged with the said Annuities or yearly Rent of 150 l. to and for the behoof of the said K. as aforesaid, shall be after the decease of the said C. D. for and during the Natural life of the said K. if the said Marriage take effect, and she shall survive him, well and sufficiently saved and kept harmless, and indemnified of and from the said Annuity or yearly Rent-charge of 24 l. now or heretofore claimed out of the Premises by the said E. F. his Heirs or Assigns. And lastly, it is hereby Covenanted, granted, concluded, declared and agreed by and between all the said parties to these Presents, That the said Fine and Fines, and all and every further Assurance and Assurances so as aforesaid, or in any other manner or form to be hereafter had, made, acknowledged, suffered, levied, executed or done by and between the said parties to these Presents,

Covenant, to indemnify the Premises from an Annuity of 24 l.

Settlements.

or any of them, their or any of their Heirs, Executors, Administrators or Assigns, or of the said Lands and Premises, or any of them, shall be and enure, and shall for ever after the Execution thereof be adjudged, deemed and taken to be and enure, as well to and for the settling and assuring of the said several mentioned Annuities, in and to the said C.D. and K.S. and their Assigns respectively, in such sort as is aforesaid, as to and for the establishment and settlement of all and every the aforesaid Messuages, Tenements and Hereditaments, unto the uses, intents and purposes as before in and by these Presents are expressed, mentioned, limited and declared, and to and for none other use, intent or purpose whatsoever. Nevertheless, it is hereby agreed by and between all the said parties to these Presents, and the said A. B. doth hereby, for him and his Assigns, Covenant, grant and agree to and with the said E. F. &c. their Executors and Administrators by these Presents, That they the said C. D. and K.S. after the end of three years next after their Intermarriage, shall or may, together with his, her and their Family, at their wills and pleasures thenceforth, during the life of the said A. B. cohabit and live, and have their abiding and dwelling with the said A. B. in the said Capital Messuage or House in W. aforesaid, in such fit and convenient Rooms as the said A. B. shall set out and appoint; And that in the mean time during the pleasure of the said E. F. and of his Wife, the said C. D. and the said K. with their Children and two Servants, shall or may cohabit and live, and have their abiding and dwelling, and Diet with the said E. F. and at his Charge. In Witness, &c.

Agreement,
That the Son
and Daughter
to live in part
of the Capital
Messuage.

*An Assignment of a Lease to Feoffees in Trust, upon
a Marriage. Well drawn.*

THIS Indenture Tripartite, made, &c. Between A. B. the Elder, of, &c. of the first part, and C. D. the Younger of the second part, and E. F. of the third part, Witnesseth, That whereas the late Reverend Father in God T. Archbishop of *Canterbury*, by his Indenture of Lease bearing date, &c. made between him the said Archbishop of the one part, and one H. C. of the other part, did demise and grant unto the said H. and his Assigns, all that the Scite of the late Monastery of W. in the County of K. and the Mannor of W. and E. and divers Messuages, Lands, Tenements, Parsonages, Tythes, Royalties, Priviledges and Hereditaments in the said County of K. as in and by the said Indenture of Lease (relation being thereunto had) may be more particularly expressed and set forth; To Have and to Hold to the said H. C. and his Assigns, for the Term of ninety nine years, from the Feast of, &c. then last past, before the date of the said Indenture of Lease, to be accounted at and under the yearly Rent of, &c. to the said Archbishop of *Canterbury* and his Successors, therefore reserved and payable, which Lease was duly Confirmed by the Dean and Chapter of *Canterbury*, as by the same Confirmation appeareth, the full, whole and entire Interest of which said Lease, and of the said Mannors, Lands and Premisses thereby demised, is sithence by sundry Means, Assurances and Conveyances in the Law, lawfully come unto and now absolutely vested and in possession of the said A. B. and of his Under-tenants, for and during all the residue of the years and Term premen-

Recital of a
Lease by the
Archbishop,
and confirmed
by the Dean
and Chapter.

Consideration.

Grant and
Assignment.

Hæbendum.

tioned therein now to come as aforesaid. And whereas (by Gods permission) a Marriage is shortly to be had and solemnized between the said C. D. and K. S. one of the Daughters of the said E. F. Now to the end, That the said Lease, Mannors, Lands and Leased Premisses, and the Rents, Benefits and Profits thereof may be hereafter disposed of, according to the Agreements and Trusts at this present, by and between the said parties to these Presents agreed upon, and hereafter in and by these Presents, according to their said Agreements more fully expressed; This Indenture further Witnesseth, That the said A. B. for and upon the Confidence aforesaid, Hath granted, assigned and set-over, and by these Presents doth grant, assign and set-over unto the said E. F. and, &c. his Wife, their Executors and Assigns, all and singular the said Scite of the said late Monastery of W. and all the Mannors, Messuages, Lands, Tenements, Parsonages, Tythes, Hereditaments, and Premisses whatsoever, so demised unto the said H. C. as is aforesaid, and granted or assigned to the said A. B. by any Conveyance or Assurance, and every part and parcel thereof, with their appurtenances, And all the Estate, Right, Title, Interest, Term of years to come, Claim and Demand whatsoever of him the said A. B. of, in and to the said Premisses and every part and parcel thereof, by force, virtue or means of the said recited Indenture of Lease, and mean Assignments and Conveyances as aforesaid, or otherwise howsoever; To Have and to Hold the same unto the said E. F. and A. his Wife, their Executors and Assigns from henceforth, for and during all the rest and residue of the said Term of ninety nine years, by the said recited Indenture of Lease granted, yet to come and unexpired. Nevertheless, upon this special Trust

Trust and Confidence in them the said E. F. and A. his Wife reposed and hereby expressed, assented unto and declared; (That is to say,) That they the said E. F. and A. his Wife, and the Survivor or Survivors of them shall and will permit and suffer the said A. B. and his Assigns from henceforth from time to time during the said Term, or such part thereof as shall incur during his life, to hold and enjoy all the said Mannors, Messuages, Lands and Premisses, and to have, receive and dispose all and every the Rents, Issues and Profits of the same to his and their own profit and behoof absolutely, without account or other demand therefore: And upon this further Trust and Confidence, That if the said A. B. shall hereafter marry within the said Term of years yet to come of and in the Premisses, and shall afterwards depart this Life leaving his such Wife a Widow behind him, That then they the said E. F. and A. his Wife, and the Survivors and Survivor of them; and the Executors, Administrators and Assigns of the Survivors and Survivor of them, after the death of the said A. B. out of the Rents, Issues and yearly profits of the said Leased Premisses, shall and will well and truly satisfy and pay to such Wife as he the said A. B. shall leave behind him, the yearly Sum of 100 l. of lawful Money of England, at two Feasts, &c. within thirty days next after either of the said Feasts, by even and equal portions, for and during all such the then residue of the said Term as shall be unexpired and to come after the decease of the said A. B. (if such Wife so to be taken or married by the said A. B. shall so long live :) And upon this further Trust and Confidence, That if any default of the payment shall be made unto such Wife as the said A. B. shall leave behind him of the said 100 l. per

Trust declared.

Of an Annuity in Trust for a Joyn-ture.

In default of
payment, to
enjoy the
Lands.

Annun, or of any part thereof, contrary to the form aforesaid, That then the said E. F. and A. his Wife, and the Survivor and Survivors of them shall and will permit and suffer such Wife surviving the said A. B. or her Assigns, to hold and enjoy the said Premises for and during many years of the said Term as she shall survive all and every the several Messuages, Tenements, Lands, Meadows, Pastures and other things hereafter expressed; (That is to say,) All the Messuages, &c. and all and all manner of Tythes, coming, growing and arising within the Parishes of, &c. and elsewhere in the said Mannor or late Dissolved Monastery belonging, which last mentioned Tythes, Lands and Premises, are parcels of the Mannor, Messuages, &c. before in and by these Presents assigned and set-over and are valued at 100 *l. per Annun*, or thereabouts, the same to be so by her held and enjoyed, freely and clearly acquitted and discharged, or by them the said E. F. and A. his Wife, or some of them, their or some of their Assigns, saved, defended and kept harmless and from the said yearly Rent of 100 *l.* reserved by the said Lease, of and from all other charges whatsoever: And that all the rest of the said Lands and Premises, and the Rents, Revenues, Issues, Benefits and Profits whatsoever, or of what kind soever of the said Leased Premises (the just Rents, Reprizals and Charges from time to time, to be issuing, due and payable for or out of the Premises first deducted and allowed) shall as well after the decease of the said A. B. if he die unmarried during the said Term as after the decease of such Wives as the said A. B. shall at his death leave behind him respectively, from time to time, be and wholly remain to and for the sole use, benefit and behoof

of the said C. D. during all such part of the residue of the said Term as he shall live, after the decease of the said A. B. and of such his Wife respectively, if the said C. D. shall so long live: And after the decease of the said C. D. then for and during the then residue of the said Term, to the sole use, trust, benefit and behoof the heirs Males of the Body of the said C. D. lawfully to be begotten: And if the said C. D. shall die without Issue Male of his Body lawfully begotten, That then the said E. F. and A. his Wife, and the Survivors and Survivor of them, and their Heirs and Assigns, shall and will after the several Deceases of the said A. B. and of such Wife as he shall marry and leave behind him respectively, for and during the then residue of the said Term, permit and suffer the Daughters of the said A. B. by S. his first Wife and their Assigns, or such person or persons as the said A. B. in or by his last Will and Testament in Writing, or by any Writing to be testified by two sufficient Witnesses at the least, shall nominate, limit and appoint, To hold and enjoy the said Messuages, or Tenements and Farm of the Land and Premises mentioned, to be in the Occupation of the said W. C. and all the Tithes aforesaid, which are in and by these presents set out and appointed for such Wife as the said A. B. shall leave behind him, which are valued at 100 *l.* per annum, as aforesaid, discharged and cleared saved harmless of the yearly Rent of 50 *l.* and all other Charges, as such Wife should have held the same, And shall further permit and suffer the Issues Female of the Body of the said C. D. to hold and enjoy all the said residue of the said Mannors, Lands and Leased Premises, and the Rents, Issues and Profits of the same, during all the

Trust for the
heir Males.

For the
Daughters.

And Issues Fe-
male.

Covenant to
procure a new
Lease.

The new Lease
to be upon the
same Trusts.

the then residue of the said Term. And the said A. B. for him, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said E. F. and A. his Wife, their Heirs, Executors and Assigns, by these presents, That the said A. B. his Heirs, Executors or Administrators, shall and will endeavour, at his and their own proper Costs and Charges, procure and obtain from such person or persons, in whom the Inheritance of the said Leased Premises, shall then be lawfully vested and settled a new Lease good and sufficient in the Law, to be made and passed for such further and longer Term or increase of years or Lives as he conveniently can procure, of all and singular the said Mannors, Lands and premises so as afore said demised, or the said recited Indenture of Lease. Which said new Lease so to be obtained shall be passed unto and in the Names of the said A. B. or of the said C. D. or of such other person or persons as the said A. B. shall nominate and appoint, at and under such Rents, Reservations, Provisoes and Covenants as can be in that behalf had and obtained: And it is hereby declared and agreed by and between all the said parties to these presents, That such new Lease and every other Estate, Leases and Estates which shall hereafter be so had, made, procured and obtained of the said Mannors, Lands &c. or of any part or parcel thereof, for any longer or greater Term or Terms, Estate or Estates, and the Rents, Issues and Profits thereof from time to time accruing, shall until some new Determination or Disposition of the Trust aforesaid by the parties respectively, according to the true intent and meaning of these presents, be had, received and taken, held and enjoyed, unto and by such person and persons, and to such use

and uses, and upon such Trust and Confidence, and in such manner and form as before in and by these presents the same are respectively limited and declared to be had and received, held and enjoyed: And it is also hereby further covenanted, concluded and agreed by and between all the said parties to these presents, And the said A. B. for himself, his Heirs, Executors, Administrators, and Assigns, doth hereby covenant and agree to and with the said E. F. and A. his Wife, their Executors, and Assigns by these presents. That if the said A. B. shall hereafter, of his own Charges, procure and obtain the said Mannors, Lands and Leased Premisses, or any part or parcel thereof, to be granted, passed or conveyed unto, or to the use of him or his Heirs in Fee-farm, at the yearly Rent now payable therefore at any other Rent yearly, That within three Months next after reasonable request to him therefore to be made by the said E. F. and A. his Wife, or any of them, or any of their Executors Administrators or Assigns, he the said A. B. and his Heirs, shall and will at his and their own proper Costs and Charges, sufficiently convey and assure the said Mannor, Lands and Premisses, and every of them, with the appurtenances, to the use of him the said A. B. for and during the Term of his Natural life, disherishable and without impeachment of Waste; and after his decease to the use of the said C. D. and of the heirs Males of his Body lawfully to be begotten, saving, reserving and assuring out of the same, unto the use of such Wife as he the said A. B. shall marry and leave behind him at the time of his decease, for and during her natural life only, and no longer, the said Messuages, Farms and Tithes before mentioned, to be of the value of, &c. which are before in and

If the Mannor be purchased, then to such uses.

and by these presents set out and appointed such Wife as aforesaid: And for want of such Heirs Male of the Body of the said C. D. lawfully to be begotten, Then for, touching and concerning the said Messuages, Farms, Lands &c. now in the Tenure of, &c. And the said Messuage, &c. in the occupation of, &c. in and by these presents assigned and set-over, valued together at, &c. *per Annum*, or thereabouts aforesaid, To the use and behoof of the Issue Female of the Body of the said A. B. by the said S. his late Wife, and of their Heirs, or of such person or persons, as the said A. B. in and by his last Will and Testament in Writing, or by any other Writing under his Hand and Seal, before sufficient Witnesses, shall nominate, limit and appoint. And for, touching and concerning and every the residue of the said Mannor Lands and Premisses so to be purchased, To the use of the Issue Female of the said C. D. and their Heirs for ever. Provided nevertheless, and it is hereby covenanted, granted and agreed and between the said parties to these presents That notwithstanding the Term and Interest as aforesaid, hereby granted and assigned of any in the Premisses, and notwithstanding any new Term or other Estate or Estates so of the said Mannor and Premisses, in Fee-farm or otherwise as aforesaid, to be procured, made and passed It shall and may be lawful unto and for the said A. B. at all times, from time to time, as well during the continuance of the said pre-mentioned Lease now in being of the Premisses, as hereafter, whensoever and at whatsoever time the said A. B. shall procure any new Lease or Estate to him and his Assigns, or any other Estate to him and his Heirs in Fee-farm as aforesaid To settle, convey and dispose unto and for

Proviso, to limit by his Last Will.

the use, benefit and behoof of such person
 and persons, and in such manner and form as
 the said A. B. in or by his Last Will and Testa-
 ment in Writing, or by any other Writing to be
 by him sealed and Subscribed before two suffi-
 cient Witnesses at the least shall limit or appoint,
 and unto their Heirs, Executors or Assigns respec-
 tively, according to the present Estate and
 Interest which shall then be in him the said A. B.
 in the said persons pre-mentioned, now hereby
 trusted, or hereafter to be trusted in the Pre-
 mises aforesaid, all the Woods and Under-
 woods called M. Woods, R. P. Grove, and G.
 and the Lands and Soil of the same, containing
 together by estimation 100 Acres, &c. parcel of
 the said assigned Premises, &c. and several other
 lands, &c. which last mentioned Premises Sir
 C. Knight and Baronet, and Dame A. his Wife,
 the Wife of, &c. deceased, now held for and during
 the residue of the said Term of the said Lease,
 except the last year thereof in the right of the
 said A. as part of her Joynture, if the said Dame
 shall so long live : And the said C. D. for him,
 his Heirs, Executors and Assigns, doth hereby
 covenant, grant and agree to and with the said
 A. B. his Executors, and Assigns, That if the said
 A. B. shall so Estate or procure the said Mannor,
 lands, Tenements and Premises, to be Estated
 and conveyed to the use of the said C. D. and the
 heirs of his Body, in manner and form as afore-
 said, That then he the said C. D. within 500 l. to be
 Months next after the decease of the said A. B. paid, if the
 Fee be settled.
 shall and will well and truly satisfy and pay
 to such person and persons as he the said A. B.
 shall in his last Will and Testament in Writing,
 or by any other Writing under his Hand and
 Seal, limit and appoint the full Sum of 500 l.
 lawful Money of England; And the said
 A. B.

If no new
Lease be pro-
cured, or Fee-
farm passed,
then 500 l.
to be left at
his death in
lieu thereof.

Upon surren-
der of the old
Lease and
taking a new,
Covenant to
limit the new
to and on the
same Trust.

A. B. doth hereby for him, his Heirs, Executors and Assigns, and for every of them, covenant, grant and agree to and with the said C. D. his Heirs, Executors and Assigns, That if the said A. B. survive Seven years next after the date hereof, and shall not in the mean time procure the said Estate of the said Mannor and Premises to be so passed in Fee-farm as aforesaid, nor any longer or greater Term, of, into or out of the said Mannor and Demised Premises, and selling and conveying the same to the uses before expressed and limited, That then the said A. B. shall and will at the time of his decease, freely give and leave unto the said C. D. his Executors and Assigns, for and towards his further advancement, the full Sum of 500 l. of lawful Money of *England*, or the full value thereof in goods and personal Estate: And the said E. F. and A. B. his Wife, for themselves severally, and for the several Executors, Administrators and Assigns, do hereby covenant, grant and agree to and with the said A. B. his Heirs, Executors and Administrators, That they the said E. F. and A. B. his Wife, or the Survivors or Survivor of them, and her Executors and Assigns, shall and will, and upon the reasonable Request, of the said A. B. his Executors or Assigns, at and from time to time, upon and after reasonable Request, Notice and Warning, lawfully surrender and yield up all their Term and Interest herein by the presents granted, of, in and unto the said Demised Premises, To the intent and purpose, and upon this Special Trust and Confidence by agreement between all the said parties to these presents reposed and hereby agreed upon, expressed and declared, (That is to say) That the said A. B. shall and will within three Months after such Surrender, procure, obtain and take a new Lease

grant or Estate, good and sufficient in Law, Counsel shall advise, according to the purposes and intents before expressed of the Premises, at and under such Covenants, Reservations and Agreements as shall be obtained. And at the said A. B. his Executors or Assigns, shall and will within sixty days next after such new State or greater Term so procured, obtained and granted as aforesaid, of the Premises, well and sufficiently re-grant, convey, assign and assure the said Premises (so intended to be new leased) to the said E. F. and, &c. or to the Survivors or Survivor of them, to and upon the same uses, limitations and trusts as are herein before-mentioned, limited and declared, and to for none other use, behoof or trust whatsoever. And if the said A. B. shall depart this life before any surrender of the said Lease of the Premises now in being shall be had or made; yet nevertheless to the intent and purpose, That as well the said recited Lease of the said demised Premises may be surrendered in convenient manner, and that a greater or longer Term or Estate of the Premises may be had and procured, and that every other Lease or Estate which shall or ought, by the true intent and meaning of these Presents, and of the parties hereto be in like manner hereafter procured and taken of the Premises, shall and may in like sort be surrendered up again in convenient manner anew, and greater and longer Terms or Estates to be made, granted and procured of the Premises, according to the true intent and meaning of these Presents; It is hereby agreed, witnessed unto, and declared by and between all the said parties to these Presents, that in case the said A. B. do or shall decease before any Surrender, or longer or greater Term

Term or Estate of the Premises be procured made, That then the said E. F. and, &c. and the Survivors and Survivor of them, his and the Executors and Assigns, (if the said Marriage between the said C. D. and K. S. shall take effect) shall and will at all times after the decease of the said A. B. at the end of seven years now next coming, upon reasonable Request of the said C. D. or of such other person or persons, to whom for whom the present use and benefit of the Premises, according to the intent and limitations herein declared, shall then be, compound for, and take a new Lease or longer or greater Term, Estate or Estates of the Premises, in the name of the said C. D. or of such other person or persons as the said C. D. shall therefore nominate and appoint, to the uses, trusts and purposes before limited and declared, at and under such reservations of Rents, Covenants and agreements as shall be reasonably agreed upon with such person or persons as shall then be enabled to make the said new intended Lease. And that for and in Consideration thereof, and to enable him for the procuring and passing thereof, The said E. F. and, &c. their Executors and Assigns, shall and may satisfy and pay themselves, by way of defalcation and recompense out of the first Moneys, Issues and Profits arising upon, or to be raised out of or by the said lease of the Premises (all and every such necessary Charges and expences for the Fine or Fines procuring and passage of any such greater or longer Estate or Term of the Premises, and for the Rents thereof and other duties belonging to the same Premises, as they or any of them shall from time to time, or at any time, pay, disburse, expend or be put unto, for the said procuring and passing the said Lease, or further Estate so to

The Charge
of Renewing
to be defalked
out of the
Profits.

procured by them as aforesaid, not charging the intended Joynture or Estate hereby intended to for the behoof of such Wife, as the said A. B. shall leave behind him, with, any part of the said Money so to be disbursed or paid for or by reason of the Premisses. And the said A. B. for him, his Executors and Assigns, doth hereby **Covenant** **Covenant to** and agree to and with the said E. F. and, &c. **pay the Rents** their Executors and Assigns, That he the said reserved. A. B. his Executors and Assigns, shall and will for and during so much of the before-mentioned Term as he shall live, pay and discharge all Rents, Reversions and other payments, of and for the Premisses reserved or payable, for, upon or by reason of the said Lease now in being, and there- of, and of and from all other Payments, Trou- bles, Charges and Incumbrances, for, upon or concerning the said Premisses, or any Clause or Covenant concerning the same, or which shall happen or grow during the said Term, if he shall long live, shall and will save, defend and keep harmless and indemnified (so much as in him lieth) the said E. F. and, &c. their Executors, Ad- ministrators and Assigns, and every of them. In Witness, &c.

C c

Indentures

Indenture of Covenants upon Marriage, and for securing Daughters Portions, left by the Will of their Father.

THis Indenture Tripartite, made, &c. Between A. B. of, &c. of the first part, and C. D. of London, Widow, late the Wife, and now Executrix of the Last Will and Testament of A. D. late of London, Merchant deceased on the second part, and E. F. of, &c. parties and persons especially nominated and trusted by the said C. for and on the behalf as well of her self, as on the behalf of A. E. L. E. and K. Children of the said Knight deceased, and of the said C. parties to these Presents, on the third part, Witnesseth That whereas in and by the Last Will and Testament of the said A. the Father, there is given unto and amongst all the said Children, for their Legacies and Portions, the full Sum of, &c. (*viz.*) To the said A. the Sum of, &c. and to the said E. &c. and to the said L. the Daughter, and K. &c. apiece, and to the said E. &c. only. And whereas the said C. the Mother being willing, that the Portion of the said E. should be equal with her said other Sister, hath in her pure Widowhood, out of her own Estate, given her said Daughter, with the consent of the said N. the Sum of, &c. And whereas there is a Marriage (by God's Grace) shortly to be had and solemnized between the said A. B. and the said C. D. parties to these Presents, which if it shall take effect, the said A. B. shall thereby be entituled unto and may demand, as in her Right, all the Personal Estate, Goods and Chattels of the said C. the Mother: And yet nevertheless it is truly meant and intended by all the said parties to these Presents, That part of the

Estate

estate of the said C. the Mother, shall be disposed of to such persons, and in such sort as in and by these Presents is hereafter particularly expressed. Now therefore this Indenture Witnesseth, That with the consent and full Agreement of the said A. as well the said Sums of, &c. also the said, &c. more so given by the said the Mother, to her said Daughter E. as afore-
 said, are before the enfealing and delivery hereof, delivered unto the said E. F. &c. by assignment of Debts mentioned in the first Schedule or Inventory indented, hereto annexed, to this intent and purpose, and upon this special Trust and Confidence in them and every Trust. them reposed, That they or the Survivor of them, or the greater number of them, shall with convenient speed, with the advice and consent of the said A. bestow and disburse the same, and for the best benefit, profit and advantage of the said Five Children, or of the Survivors or Survivor of them, until such several times respectively as their several Legacies or Portions are to be paid unto every the said several Children, by the Last Will and Testament of their deceased Father. And it is concluded and agreed by and between the said parties to these presents, That the benefit, profit and proceed of the said Portions over and above the said Principal of the said Sum of, &c. shall be from time to time, after receipt thereof, or of any part thereof, paid into the hands of the said A. B. to this intent and purpose, that out of the same the said A. having first allowed unto himself, and to his own use, for the Diet, Board, cloathing, Teaching, Maintaining and Educating of so many of the said Children as shall be living during the first Five years now next ensuing the date hereof, the Sum of, &c. per

Maintenance
Money.

Overplus to
be addition to
the Portion.

Father-in-law
to allow 6 l.
per Cent. for
what remains
in his hands.

Money to be
laid out in the
purchase of
Lands.

Annum for every of the said Children. And the said first Five years are expired, the Sum of 20 l. *per Annum* for so many of them as shall from time to time be living, all the residue and remainder of the said benefit, profit and proceed, and every part thereof, shall be and remain in the hands of the said A. as Money to be added and put to the said Childrens Portions, and in such sort as the said E. F. &c. or the greater number of them shall think fittest to employ the same: And that in the mean time for so long as the said residue and remainder of the said benefit and proceed shall remain in the hands of the said A. He the said A. shall pay and allow unto the said Children, or to the Survivors or Survivor of them, after the rate of 6 per Cent. to every one of them, his and her ratable part thereof, according to the proportion of his, her and their part of and in the said Portions, which he the said A. doth for him, his Executors, Administrators and Assigns, Covenant grant, and by these Presents, to and with the said E. F. and, &c. and every of them, their and every of their Executors and Assigns, by these Presents, from time to time to pay and perform. And for, touching and concerning some part of the residue of the said Testator's Estate, The said A. B. doth hereby acknowledge, that with his consent and agreement the full Sum and Value of, &c. is before the enfealing hereof, delivered into the hands and possession of the said E. F. and, &c. in Goods and by Assignment of Debts, specified in the second Schedule or Inventory indented, hereunto likewise annexed. To the end, intent and purpose that the same shall be as speedily as may be laid out in the purchase of Lands, Tenements and Hereditaments, which shall be settled and conveyed

the use and behoof of the said A. and C. the Mother, for and during their Natural lives, and after both their Deceases, to the use and behoof of the Heirs of their two Bodies lawfully to be begotten; and for default of such Issue, to the use of the Heirs of the Body of the said C. the Mother lawfully begotten; and for default of such Issue, to the use of the right Heirs of the said C. the Mother for ever. And moreover it is further Covenanted and agreed by and between all the parties to these Presents, That if the Goods, Wares and Merchandizes, mentioned and expressed in the second Schedule hereunto annexed, shall not upon Sale thereof amount unto the said Sum of, &c. that then the said A. B. his Executors or Assigns, shall and will within thirty days next after request therefore to be made, well and truly satisfy and pay unto the said E. F. and, &c. or some of them, their or some of their Executors or Assigns, to the uses aforesaid, so much lawful Money of *England*, as together with the Money for which the said Goods and Merchandizes shall be sold, shall amount unto the Sum of, &c. of lawful Money of *England*. And it is absolutely agreed by and between all the said parties to these Presents, for themselves, their Executors and Administrators, That if the Goods and Merchandizes in the said second Schedule hereunto annexed and mentioned, shall be sold for more than the Sum of, &c. of lawful Money of *England*, That then all such Overplus of Money as shall be so received and had for the same, over and above the said Sum of, &c. shall be paid and delivered unto the said A. B. his Executors or Assigns, within thirty days next after Request in that behalf to be made. And moreover the said A. B. for himself, his Executors and Administrators, doth Covenant,

If the Goods fall short, the Father to make up.

If the Goods come to more, the Father to have it.

If the Father
die before his
Wife without
Issue, then to
leave her, &c.

venant, grant and agree to and with the said E. F. and, &c. their Executors and Administrators by these Presents, That if the said A. shall die or decease out of this World, and leave the said C. him surviving, having no Issue by her, Then the said A. B. shall and will by his Last Will and Testament, or some other good Conveyance and Assurance in the Law, give and leave her the said C. party to these Presents, her Heirs and Assigns as large and great Estate as he shall have and receive with her by means of her Intermarriage Excepting the Sum of, &c. which is agreed to be laid out in Lands, Tenements and Hereditaments to the uses aforesaid, together with the full Third part of all the Estate, as well real as personal of the said A. B. whereof he shall be seized at the time of his decease. And the said A. B. Covenantants and grants, for him, his Executors and Administrators, to and with the said E. F. and, &c. their Executors and Administrators by these Presents, That he the said A. shall not at any time hereafter, by any manner of ways or means alter or discontinue any of the said Estates here limited to any person or persons whatsoever. Witness, &c.

*A Deed of Feoffment upon a Marriage, for the
settling a Joynture.*

THIS Indenture, made, &c. Between J. S.
&c. on the one part, and J. R. the Elder,
and J. R. the younger on the other part, Witness-
eth, That the said J. S. as well for and in Consid-
eration of a Marriage shortly (by Gods permission)
to be had and solemnized between the said J. S.
and A. Daughter of the said J. R. the Elder, and
for the love and affection which he beareth to the
said A. and for the making provision of some
part of the Estate in Joynture to her the said
A. if she shall survive the said J. S. As also in
Consideration of the Sum of 3000 *l.* of lawful Portion 3000*l.*
Money of *England*, to be paid by the said J. R.
the Elder, for the Portion of the said A. as here-
after is mentioned, Hath granted, enfeoffed and Grant of the
Premises.
confirmed, and by these Presents, Doth for him
and his Heirs, grant, enfeoff and confirm unto
the said J. R. the Elder and J. R. the younger, and
their Heirs, All that Scite and Capital Messuage
and Mannor House of P. (*prout, &c.*) Except Exception.
only such part of the said Mannor and Pre-
misses as hath been heretofore conveyed unto
the use of A. Mother of the said J. S. for the
Term of her life, which was made unto her by
the said J. S. for her Joynture, and settled and
conveyed unto, or to her use in and by one pair
of Indentures, bearing date, &c. made between,
&c. relation being thereunto had may appear :
To Have and to Hold the said Scite, &c. (Except Hæbendum.
before Excepted) unto the said J. R. the Elder,
and J. R. the younger, and unto their Heirs, to
the uses, intents and purposes hereafter in these
Presents expressed, limited and declared ; (That

Uses.

To the only
use of J. S. till
Marriage.

After to the
joynt Lives of
the said J. S.
and A. and to
the Heirs of
their Bodies.
And for de-
fault, to the
right Heirs of
the said J. S.

The Portion
to be laid out
in Land.

The Uses.

is to say,) to the use and behoof of the said J. S. and his Heirs, until the said Marriage shall be had and solemnized. And after the said Marriage shall be had and solemnized, then to the use and behoof of the said J. S. and the said A. Daughter of the said J. R. the Elder, for and during their Natural lives, and the Natural life of the longer liver of them: And from and immediately after both their deceases, then to the use and behoof of the Heirs of their said two Bodies between them lawfully to be begotten. And for default of such Issue, to the use and behoof of the right Heirs of the said J. S. for ever. And it is mutually Covenanted, granted, concluded and fully condescended and agreed by and between the said parties to these Presents for themselves, their Heirs, Executors and Administrators, That in Consideration of the said Marriage, to be had and solemnized as afore- said, the said J. R. the Elder shall and will give and disburse for the Marriage Portion of his said Daughter the Sum of 3000 l. of lawful Money of *England*, to be laid out for and upon the purchase of Lands to the best value within one year next coming, or sooner, if the same may be procured, and that so much of the same Lands so to be purchased as shall make up the Lands hereby conveyed for the Joynture afore- said, the full value of, &c. *per Annum*, over and above all Charges and Reprizes whatsoever, shall for the further increase of the said augmentation of the Joynture of the said A. Daughter of the said J. R. the Elder, be conveyed and assured to the use of the said J. S. and the said A. for and during their Natural lives, and the Natural life of the longer liver of them; And from and after both their deceases, to the use and behoof of the Heirs of their two Bodies between them lawfully

lawfully to begotten; and for default of such
 issue, to the use and behoof of the right Heirs
 of the said J. S. for ever. And further, it is
 mutually covenanted, granted, condescended
 and agreed by and between the said parties to
 these presents, for themselves, their Heirs, Exe-
 cutors and Administrators, That until Land
 shall be purchased as aforesaid, to the uses before
 expressed, according to the true intent and
 meaning of these presents, It shall and may be
 lawful unto and for the said J. R. the elder, his
 Executors and Administrators, without any let,
 challenge, claim, denial, Interruption or other
 impediment, of or by the said J. S. his Executors,
 Administrators or Assigns, to keep and detain
 in his and their hands, custody or possession,
 the said Sum of, &c. agreed to be given for the
 Marriage Portion of the said A. and that if
 the same Lands shall not be purchased and affu-
 gived to the uses aforesaid, between this and the
 feast of, &c. next coming, That then from and
 after that time, the said J. R. the elder, his Execu-
 tors or Assigns, shall allow to the said J. S. and A.
 for their better livelyhood and maintenance for
 the said Portion Money so kept in his hands after
 the rate of 7 l. per Cent. per Annum, until the same
 shall be laid out and be bestowed in Lands to
 the uses and purposes aforesaid. And further,
 that if after the said Marriage had and solem-
 nized, the said J. S. shall dye or decease out of
 this World, before the said Lands shall be pur-
 chased and settled to the value and uses before
 expressed, and leave the said A. surviving, That
 when the said J. R. the elder shall and will pay
 cause to be paid unto the Executors or Admini-
 strators of the said J. S. or unto such other person
 or persons as he the said J. S. shall under his Hand
 and Seal in Writing, or by his Last Will and
 Testa-

Till purchase
 of the Lands,
 to keep the
 Marriage
 Portion in his
 hands.

And to allow
 Interest.

If the Hus-
 band dye be-
 fore the Lands
 purchased by
 the Wives Fa-
 ther, to pay
 half the Mony
 to such per-
 sons as he shall
 appoint.

Testament, to be testified by two or more credible Witnesses, limit and appoint the one Moiety or half of the said 3000 £ or the other Moiety of so much thereof as shall not be then before laid out for the purchase of Lands to the uses aforesaid : And that then also it shall and may be lawful unto and for the said J. R. the elder, his Heirs or Assigns, without let, challenge or interruption of the said J. S. his Executors or Administrators, to detain and keep in his custody or possession to the use of the said A. his Daughter, the other Moiety or half of the said 3000 £. for and towards her future advancement, or the Moiety of so much thereof as shall not be before that time laid out and disbursed for the purchase of Lands which shall be assured and settled to the use aforesaid. And moreover, That then also by the said J. S. shall give and leave unto the said A. so much other Lands as shall make up the Joynture by these presents, assured to the full value of, &c. *per Annum* over and above all Charges, Deductions and Reprizes whatsoever. In witness, &c.

An Assignment of a Lease to Feoffees in Trust, upon a Marriage, for Wife and Children.

THis Indenture made, &c. Between H. G. &c. Executor of all and singular the Goods and Chattels of M. his late Wife, deceased, of the one part, and R. W. of the other part, Witnesseth, That whereas the Lady E. Countess of L. by her Indenture of Lease bearing date the, &c. (*prout, &c.*) And whereas also the said Lady E. Countess of L. by one other Indenture of Lease bearing date, &c. (*prout, &c.*) since which time the said M. G. is deceased, and the Administration of the Goods and Chattels of the said M. is committed unto the said H. G. her late Husband, by force whereof he the said H. G. at the time of their enfealing and delivery of these presents, of the said Leases, Messuages or Tenements and Premises thereby respectively demised, standeth lawfully possessed for the rest and residue of the several and respective Term and Terms of years yet to come and unexpired. Now this Indenture further Witnesseth, That the said H. G. for and in Consideration of a Marriage shortly to be had and solemnized, by Gods permission, between the said H. and W. M. Daughter of the said R. and for the advancement, preferment and supportation of living of her the said M. and of such issue as between the said H. and M. shall be lawfully begotten, and for divers other good Causes and Considerations him hereunto moving, Hath granted, assigned and set-over, and by these presents Doth fully, clearly and absolutely grant, assign and set over unto the said R. W. &c. the said recited Leases and Indentures

Grant.

of

Habendum.

Trust.

of Lease, and every of them, and all the said Messuages, Tenements and Premises, and all Rents and yearly Profits, received or payable upon any Lease or Leases granted or made of the Premises by the said H. G. and of every part thereof, together with all and every Under Lease and Leases so by him made or granted: To Have and to Hold the said Messuages or Tenements, and all and singular other the assigned or granted Premises, and every part thereof with the appurtenances, unto the said R. W. &c. their Executors, Administrators and Assigns from the day of the date of these presents, for and during all the rest and residue now severally and respectively to come and unexpired, of the several and respective Term and Terms of years in or by the said several recited Indentures of Lease severally and respectively mentioned and granted, in as large and ample manner and form as the said H. G. his Executors, Administrators or Assigns, or any of them now doth hold or might, should or ought to have, hold and enjoy the same, or any part or parcel thereof: Nevertheless upon the special Trust and Confidence in them reposed by the said H. G. That they the said R. W. &c. and the Survivors and Survivor of them, shall and may have, take, receive and keep the Rents, Issues and Profits of the said Messuages, or Tenements and Premises in their own hands, To the intent they may from time to time give and dispose the same to and for the use and benefit of the said M. and her Assigns, if she shall survive the said H. And if she shall not survive the said H. Then to and for the benefit and behoof of such Child or Children as shall be between them the said H. and M. lawfully begotten. And further, upon this further Trust and Confidence

That

That if the said M. W. shall dye or decease out of
his World without Issue of her Body lawfully
begotten, and leave the said H. surviving,
that then within six Months next after her de-
cease, they the said R. W. &c. or the Survivors or
Survivor of them, shall and will well and truly
pay or cause to be paid unto the said H. his
Executors or Assigns, so much of the Rents,
Issues and Profits of the Premises, as they or
any of them shall then have and receive, and
shall not before the decease of the said M. have
paid and disposed to and for the use and benefit
of the said M. and that then and in such case
they and the survivors of them, or the Executors
or Administrators of the Survivors of them, shall at
the request and at the costs and charges of the said
H. assign, surrender and set-over the said recited
leases, and all and every of their Estate, Right,
Title Interest, Term and Terms of years then
to come, claim and demand whatsoever, unto
the said H. G. his Executors, Administrators or
Assigns, or to such other person or Persons as he or
they, or any of them shall therefore nominate and
appoint, in such manner and form as by the said
H. his Executors or Assigns, or his or their Coun-
sell Learned in the Law shall be reasonably de-
termined, or advised and required, discharged or
kept harmless of and from all former Bargains,
leases, Assignments, Surrenders, Titles, Troubles,
Charges and Incumbrances whatsoever, to be
then before had, made committed or done by
them the said R. W. &c. or any of them. In
witness, &c.

A Deed of Revocation of Uses, and Declarations of new Uses.

TO all People to whom this present Writing Indented shall come, K. S. of, &c. sendeth Greeting. Whereas in and by one Indenture bearing date, &c. made between the said K. S. of the one part, and W. H. and R. S. of the other part, reciting or mentioning therein, That whereas the said K. S. then stood and was seized in her Demesne as of Fee-Tail; (That is to say, To her and the Heirs of her Body begotten, or and in one Annuity or yearly Rent of 40 l. of lawful Money of *England*, issuing and going out of two parts of the Mannor of L. in the County of G. and two parts of other the Lands Tenements and Hereditaments of R. B. Esq; lying and being in L. aforesaid, or some of them) It was covenanted, granted, concluded, concluded unto and agreed by and between the said parties to the said Indentures, That for the Considerations therein mentioned, she the said K. S. should and would before the Kings Justice of His Majesties Court of Common-Pleas at *Westminster*, in due course of Law, levy one Fine *Sur Conuzance de droit come ceo, &c.* unto the said W. S. and R. S. and to their Heirs, or one of them, whereupon Proclamations should or might be had or made according to the form of the Statute in that behalf made and provided of the said Annuity or yearly Rent of 40 l. and of all and every other Annuities or yearly Rent and Rents of 40 l. of her the said K. S. issuing and going out, or to be received, perceived, taken or had of him, or out of the said Mannor of L. and other the Lands, Tenements

and Hereditaments of him the said R. B. or of, or out of any part or parcel thereof, or of any of them, with their appurtenances, by the name or names of the yearly Rent of 40 l. issuing out of Two parts of the Mannor of L. and S. J. Bridge, with the appurtenances, and of the Rectory of L. with the appurtenances, in the County of, &c. or by some other name or names, according as by Counsel Learned in the law of the said K. shall in that behalf be advised or devised. And it was in and by the said Indenture also covenanted, granted, declared and agreed by and between the said Parties to the same Indentures, and the true intent and meaning of all the said Parties to the same Indentures was, and it was so thereby declared and agreed to be, That the same Fine so or in any other manner and form to be levied, and all every other Fine and Fines to be levied by the said K. S. of the said yearly Rent or Rents 40 l. at any time before the said, &c. should and should be deemed, taken, construed and judged to be, and that the said W. H. and S. their Heirs, and the Heirs of the Survivor of them at any time, from and after the Levying of the said Fine, should stand and be seized and in the Rent and Rents whereof the said Fine should be then levied, to and for the uses, intents and purposes hereafter mentioned, expressed and declared; (That is to say,) To the use and behoof of the said K. for and during the Term of her Natural life; and after her decease, to the use and behoof of the said W. B. R. S. and their Heirs for ever, upon the Trust and Confidence, and to the intent and purpose, that the said W. B. and R. S. and their Heirs, and the Heirs of the Survivor of them, should permit and suffer E. S. the second Son of the

Settlements.

the said K. S. and the Heirs of his Body lawfully to be begotten, to have receive and take 10 *l.* yearly of the said yearly Rent of 40 *l.* to and for his and their own use and benefit, at the days and times wherein the same should grow and be due and payable; And for default of such Issue should permit and suffer J. S. the youngest Son of the said K. and the Heirs of his Body lawfully to be begotten, to have, receive and take the said 10 *l.* yearly of the said yearly Rent of 40 *l.* to and for their own use and benefit, at the days and times wherein the same should grow and be due and payable; and for default of such Issue, should permit and suffer M. J. and J. S. the Daughters of the said K. S. and the Heirs of their Bodies lawfully begotten and to be begotten; and for default of such Issue, to the right Heirs of the said K. for ever, to have, receive and take 5 *l.* yearly, parcel also of the said yearly Rent of 40 *l.* to and for her, his and their own uses and benefit respectively, at the days and times wherein the same Rent of 40 *l.* shall grow due, and be due and payable: And that they and every of them should also permit and suffer the said J. S. and the Heirs of her Body lawfully to be begotten; and for default of such Issue, the said M. J. and the Heirs of her Body lawfully to be begotten; and for default of such Issue, the said E. S. and the Heirs of his Body lawfully to be begotten; and for default of such Issue, the said J. S. and the Heirs of his Body lawfully to be begotten; and for want of such Issue, to the right Heirs of the said K. S. for ever. To have, receive and take other 5 *l.* yearly, other parcel of the said yearly Rent of 40 *l.* to and for his and their own use and uses, and benefit respectively, at the days and times, wherein the said yearly Rent of 40 *l.* shall grow due and payable.

payable. And moreover, that they and every
of them should also at all times hereafter per-
mit and suffer the said J. S. and the Heirs of his
Body lawfully to be begotten; and for default
of such Issue, to said E. S. and the Heirs of his
Body lawfully to be begotten; and for default
of such Issue, the said M. J. and J. S. and the
Heirs of their Bodies lawfully begotten or to
be begotten; and for default of such Issue, to
the right Heirs of the said K. S. for ever, To
have receive and take the other 20 l. yearly, the
rest and residue of the said yearly Rent of 40 l.
to and for his and their own use, uses and benefit
respectively, at the days and times wherein the
same yearly Rent of 40 l. shall grow due and
payable; In which Indenture is contained a
Condition or Proviso to this effect following;
That is to say,) That if the said K. should at
any time, during her life, be minded, purposed
and determined to alter, revoke and make void
all and every, or any of the uses, intents and
purposes therein or thereby limited, appointed
and declared, of or in the said yearly Rent of
40 l. or of any part or parts thereof therein
mentioned only to make the same void, or
hereupon to limit new or other uses, and the
same her mind and purpose should declare, in
writing by any Writing to be Sealed and Subscribed
with her own Hand or Mark, in the presence of
two or more credible Witnesses, That then and
from thenceforth the Estate and Estates, Use
and Uses therein before limited and declared,
which the said K. by the said Writing to be
sealed and Subscribed as aforesaid, should declare
her Mind to be, To alter, revoke, determine and
make void, shall from thenceforth be, and shall
be adjudged utterly void and of none effect:
and that then and from thenceforth the said

*Proviso of
Revocation.*

D d

Fine

Fine and Fines, and every of them should be, and should be adjudged to be, and the said W. H. and R. S. and the Survivors of them, and the Heirs of the same Survivors, should stand and be seized of the part and parts of the said yearly Rent of 40 *l.* and Premises, whereof the Estates, uses, intents and purposes shall be so altered, revoked and made void: And as touching the Estates, uses intents and purposes so altered and made void, to and for such further use and uses, intents and purposes as the said K. in and by the said Deed of Revocation, or any other Writing, by her to be sealed, and subscribed as aforesaid, should declare, limit and appoint; and if no other use or uses, intents or purposes should be thereupon declared, limited and appointed, then to the use and behoof of her the said K. S. her Heirs and Assigns for ever to do therewith her will and pleasure, as in and by the said Indenture in part before recited amongst other things, therein mentioned and contained, more at large appeareth, which said Fine was afterwards levied and executed according to the Agreement aforesaid. Now know ye That the said K. S. being minded, purposed and determined to revoke and make void all and every the Use and Uses, in and by the Indenture aforesaid, limited, appointed and declared, doth thereupon, and to that end and purpose, according to the power and authority to her given and reserved, in and by the proviso and Indenture herein before-mentioned, and by force and virtue thereof publish and declare hereby, that her true intent and meaning is to revoke and make void, and doth by these presents revoke and make void all and every the Use and Uses in and by the same Indenture before limited, mentioned, appointed and declared, The same

The Revocation of the old Uses.

Inden

Indenture, or any Covenant, grant, use, matter
or thing therein contained to the contrary
thereof in any wise notwithstanding. And
know ye further, That the said K. S. doth by Limitation of
these presents agree and declare, That the said new Uses.
W. H. and R. S. and their Heirs, shall from
thenceforth stand and be seized of and in the
said Rent and Rents, to and for the uses, in-
tents and purposes hereafter expressed and de-
clared; (That is to say,) as for and touching
10 l. per Annum, part and parcel of the said
Rent of 40 l. per Annum, to the use and behoof
of the said J. S. youngest Son of the said K. and
his Heirs for ever: And for and touching the
other 10 l. per Annum, residue of the said 40 l.
per Annum, To the proper use and behoof of
Daughter of the said K. S. and Wife of J. D.
Clerk, and of her Heirs for ever. Provided
always and the true intent and meaning of Proviso.
the said K. S. is, That if the said K. shall at
any time during her life be minded, purposed
or determined to alter, revoke or make void
all, every or any of the uses, intents and pur-
poses herein or hereby limited, appointed and
declared, of or in the said yearly Rent of 40 l.
any of the part or parts thereof herein
before mentioned only to make the same void,
thereupon to limit new or other Uses, or Power to
declare any other intent, intents or purposes: make void the
and the same her mind or purpose shall de- Uses.
clare, in or by any Writing by her to be Sealed
and Subscribed with her own Hand or Mark,
in the presence of two or more credible Wit-
nesses, That then and from thenceforth the
Estate and Estates, Use and Uses, intents and
purposes herein before limited and declared,
which the said K. by her said Writing, so to
be Sealed and Subscribed as aforesaid, shall de-

clare to be, alter, revoke, determine or make void, shall from henceforth be, and shall be adjudged utterly void and of none effect. And the said W. H. and R. S. and the Survivor of them and the Heirs of the same Survivor, shall stand and be seized of the said part and parts of the said yearly Rent of 40 l. and Premisses, whereof the Estate, Use and Uses, intents and purposes shall be altered, revoked and made void. And touching the Estates, Use and Uses, intents and purposes so altered and made void, to and for such further Use and Uses, intents and purposes, as the said K. in and by the said Decree of Revocation, or any other Writing by her to be made and subscribed as aforesaid, shall declare, limit or appoint, and if no further or other Use or Uses, intent or purpose, shall be thereupon declared, limited or appointed. Then to the use and behoof of the said K. her Heirs and Assigns for ever, to do therewith her will and pleasure. In witness whereof the said K. S. to either part of this present Writing Indented, hath put her Hand and Seal the, &c.

A Settlement of Lands by the Mother upon a Son, reserving a Rent only and a Chamber for her Life, by Feoffment.

THIS Indenture, made, &c. Between T. B. of, &c. the Elder, Gent. on the one part, and T. S. of, &c. Gent. and T. S. of, &c. Gent. and T. B. the younger Son of the said T. B. the Elder, on the other part, Witnesseth, That the said T. B. the Elder, for and in Consideration of the Natural love and affection which he beareth unto the said T. B. the younger, and for and towards his Maintenance, Education and preferment, from henceforth hath granted, aliened, enfeoffed, delivered and confirmed, and by these Presents doth grant, alien, enfeoff, deliver and confirm unto the said T. S. and T. S. and their Heirs, all that Messuage and Tenement, with the appurtenances, called or known by the Name of *Barnes-House*, or by what other Name or Names the same is or shall be called or known, situate, lying and being in the County of L. and heretofore in the tenure or occupation of E. Widow, or of her Assignee or Assignees, Tenants or Under-tenants, and all Houses, Out-houses and Edifices, Barns, Stables, Courts, Yards, Back-sides, Gardens, Orchards, Closes, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Woods, Under-woods, Commons, Common Pasture, Ponds, Pools, Ways, Waters, Water-courses, Easements, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their and every of their appurtenances in the County of L. and unto the said Messuage or Tenement here-

Consideration;
of Natural
love and
affection.

Grant.

in granted, lying, belonging or appertaining, or to or with the same Messuage now or at any time heretofore demised, Letten, set, used, occupied or enjoyed, or accepted, reputed, deemed or taken to be as part, parcel or member thereof or of any part thereof, or as appurtenant or belonging thereto, or to any part thereof, and all other the Messuages, Lands, Tenements and Hereditaments whatsoever, situate and being in Q. aforesaid, which he the said T. B. the Elder heretofore had, or bought, or purchased of the said J. E. Widow, and all the Estate, Right, Title and Interest, use, claim, possession and demand whatsoever of him the said B. the Elder, of, in or to the said herein before granted, or hereby mentioned or intended to be granted Premises, and of, in, and to every part and parcel thereof, and the Reversion thereof, and of every part thereof; To Have and to Hold the said herein before granted, or herein or hereby mentioned or intended to be granted Messuages, Houses, Out-houses, Barns, Stables, Gardens, Orchards, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Commons, Common of Pasture, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever in Q. aforesaid, or elsewhere, and all other the Premises whatsoever, hereby granted or intended to be granted, aliened, enfeoffed and confirmed unto the said T. S. and T. S. and their Heirs for ever, and to the only use, benefit and behoof of the aforesaid T. B. the younger, his Heirs and Assigns for ever, and to and for no other use, intent or purpose whatsoever; and it is agreed by and between all the said parties to these Presents, That the Annual Sum of 20*l.* of lawful Money of *England*, shall be from henceforth yearly and every year, during the

Habendum.

Use of Son in Fee.

20*l.* yearly to be paid to the Mother for Life.

Natural

Natural life of the aforesaid J. E. only paid and satisfied unto her and unto her Assigns, out of the profits of the Premises aforesaid, hereby granted, meant or mentioned, or intended to be granted, at two times in the year; (That is to say,) at the 25th of March and 24th of September, by equal portions, or within twenty eight days next after either of the said days of payment, and also that she the said J. E. shall be permitted during her life, and for her own proper use only, to hold and use one Chamber over the Buttery, and the Loft over the same Chamber, in the Messuage aforesaid, called *Barnes-House*, with ingress, egress and regress thereto, without any act or contradiction of any or either of the said parties to these Presents, their or any of their heirs or Assigns. In Witness, &c.

And to enjoy one Chamber.

With free ingress, &c.

A Settlement before Marriage of a Copyhold Estate, where, according to the Custom of the Mannor, there is a Dead year after the Death of every Tenant, grantable by Tenant in his Life-time, and the Widow enjoys the Estate durante Castitate, if he surrender or alien it not in Life; with Provision, That the Goods of the Wife shall remain in her own disposal, and that her Husbands Name may be made use of, to Sue for her Debts, but the Money to be secured by Trustees to her use,

THis Indenture Tripartite, made, &c. Between M.F. of N. in the County of H. Widow, late Wife and Relict of E. F. late of, &c. Gent. deceased, on the first part, and T. S. of, &c. Gent. on the second part, and E. L. of, &c. Gent. T. B. of, &c. J. B. of, &c. Gent. and J.P. of, &c. Gent. on the third part. Whereas the said M. is

D d 4

now

Recital of
Wives Estate
Personal.

Recital of the
Copyhold.

Of the Cu-
stom.

Covenants, not
to surrender
his Copyhold
in his Life-
time, but that
it may come
to his Widow.

now possessed in a Personal Estate of Money, Debts owing by Bond and Securities, and other wife, above the Value of 300 l. and of Goods Chattels and Utensils of Household, according to the Inventory or Note of Particulars thereof hereunto annexed and expressed. And whereas the said T. S. is now seized in possession of a Copyhold Estate of Lands and Tenements for Term of his Life, lying and being in S. within the Mannor of W. in the said County, of the yearly Value of 40 l. or thereabouts, by virtue of a Copy of Court-Roll, and grant of the said Copyhold Premises per R. B. then Serjeant at Law, at a Court of the said Mannor of him the said R. B. holden the, &c. day of September in the Year, &c. as by the same Copy, under the Hand and Seal of him the said R. B. and subscribed by F. S. his then Steward appeared unto which Copyhold Premises there is a Dead Year belonging, according to the Custom of that Mannor, after the death of the Tenant thereof dying seized in possession, disposible by such Tenant in his Life-time, or else to be enjoyed by his Executors or Administrators. And whereas also, by the Custom of that Mannor the Wife of such Tenant (if she survive him) is to hold and enjoy the said Copyhold Estate during the time of her Widowhood, keeping her self Chaste. And whereas a Marriage intended to be had and solemnized between the said T. S. and the said M. F. It is agreed between all the said Parties to these Presents And the said T. S. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant to and with the said E. T. B. J. B. and J. P. and to and with every of them, their and every of their Executors and Administrators, That he the said T. S. shall

and will not surrender, yield up or make void the said Copyhold Estate, whereby she the said M. may be defeated of her Widows Estate in the same Copyhold Premises, after the death of him the said T. S. if the said Marriage take effect, and in case she shall him survive. And also he the said T. S. doth hereby grant unto the said E. L. T. B. J. B. and J. P. and the Survivors of them, the Dead Year of the said Copyhold Premises, to hold to them and the survivors of them, immediately from and after the death of him the said T. S. in Trust for her the said M. in case the said Marriage take effect, and she survive him the said T. S. And the said T. S. doth also Covenant, grant and agree to and with the said E. L. T. B. J. B. and J. P. and to and with every of them, their and every of their Executors and Administrators, That the said T. S. his Executors, Administrators and Assigns, shall not intermeddle with, claim, take or dispose of any other the aforesaid Estate personal, Money, Goods or Chattels of the said M. saving only the Sum of 300 l. in Money, and no more; but that the said T. S. shall be contented and satisfied with the aforesaid Sum of 300 l. and no more, as a full Marriage Portion to him with the said M. if the said Marriage shall take effect; And that the said M. shall have full power by her Last Will, or otherwise to dispose of all or any the rest of her Estate to any other person or persons, other than the said T. S. without any contradiction of him the said T. S. to hinder or let the same; and the said M. F. by and with the consent of the said T. S. as well in Consideration of the Sum of, to her paid by the said E. D. T. B. J. B. and J. P. or one of them, as also to preserve the Interest and Property of all and singular the Goods,

Grant of the Dead Year to Trustees in Trust for his intended Wife if she survive.

That he will intermeddle with no more of the Wives Estate, than 300 l.

She may dispose of the rest by Will.

She grants her other Personal Estate to Trustees, to secure it.

Goods, Chattels and Implements of Household now of her the said M. in the Schedule or Note of Particulars thereof, hereto annexed and specified, so that he the said T. S. may not have any power or disposal of them, she the said M. hath given, granted, bargained and sold, and doth hereby give, grant, bargain, sell and deliver unto the said E. L. T. B. and J. P. their Executors, Administrators or Assigns, all and singular the said Goods, Chattels, and Implements of Household; To Have and to Hold to them, their Executors, Administrators and Assigns for ever; And the said T. S. for himself, his Heirs, Executors and Administrators, doth Covenant, promise and grant to and with the said E. L. J. B. T. B. and J. P. and to and with every one of them, their Executors and Administrators That whereas she the said M. hath divers Sums

That Husband is to permit Trustees to make use of his Name, to Sue for his Wives Debts.

That he shall not release the Actions.

of Money owing unto her upon Bonds and Specialties, and otherwise, above the Sum of 300 £. That for recovery of the said Debts (which they may need require) he the said T. S. shall permit and suffer the Trustees aforesaid, or any Attorneys or Attorneys by their appointment, in the name or names of them the said T. S. and M. in and by the same Marriage take effect, to commence Suit against, Sue and Prosecute all and every the person or persons, as occasion shall require for all, every or any the said Moneys that are now owing to the said M. And that he the said T. S. shall justify all and every such Actions and Suits, and shall not release or discharge the same or any Judgment or Judgments, or Execution thereupon to be had, without the consent of the said Trustees; but shall suffer the said Trustees to receive the same Moneys, and every Sum thereof, and all other the Sum and Sums above the Sum of 300 £. and to preserve and dispose

ppose of the same, according to the Trust in
 em reposed by the said M. and that the said M.
 all have full power of the disposal thereof to
 any person or persons other than the said T. S.
 without any contradiction of him the said T. S.
 any Threats or Uncivil Carriage, to deter her
 ere from. And it is further agreed by and be-
 een the said T.S. and M.F. that neither of them,
 r their Estates, shall be charged or chargeable
 h any the Debts or Engagements of either of
 e other of them, due or payable before the
 e of these Presents. And to that end the said
 S. doth Covenant, promise and grant, to and
 h the said Trustees before named, and to and
 h every of them, That he will pay and dis-
 rge all his own particular Debts, or which
 is bound for, or stands chargeable to pay to
 y person or persons out of his own particular
 ate, without having or craving any of the
 w Personal Estate of her the said M. other
 n the aforesaid 300 l. before mentioned: And
 o the said M.F. doth hereby agree, That in
 e the said T.S. after the said intended Marriage
 ll take effect and be solemnized, shall be que-
 oned or molested for any the proper Debts
 her the said M. contracted or owing by her
 ore the solemnization of the said intended
 rriage, or for any Legacy or Legacies which
 is any way chargeable to pay to any person
 persons, that the Trustees shall have power
 authority hereby to pay and discharge the
 Debts and Legacies which she the said M. is
 chargeable to pay, and that out of any her
 w proper Estate, other than the aforesaid
 l. and in so doing the Trustees shall be dis-
 rged of any other accompt thereof unto her
 said M. or to the said T. S. after the solemn-
 ization

That what is
 recovered,
 shall be at her
 disposal.

That neither
 of their Estates
 be charged
 with other
 Debts due be-
 fore Marriage.

Husband co-
 venants to
 discharge his
 Debts.

If there ap-
 pear any such
 Debts on her
 part, Trustees
 to pay them
 out of her
 Personal E-
 state in their
 hands.

Settlements.

zation of the said intended Marriage; And the said Trustees, and every of them, do hereby declare, That they will perform the Trust in them reposed by these Presents, according to the true intent and meaning thereof; And do hereby Covenant, every one of them one with the other respectively, not to act or do any thing touching the Premises, without the joynt Consent of them all. In witness whereof to the first part of these Presents, remaining with the said T. S. the said M. F. and the said Trustees have put their Hands and Seals to the second part of these Indentures, remaining with the said Trustees, the said M. F. and S. T. have put their Hands and Seals to the third part of these Indentures, remaining with the said Trustees, the said M. F. and S. T. have put their Hands and Seals to the third part of these Indentures, remaining with the said M. F. the said T. S. and the said Trustees have put their Hands and Seals the day and year first above written.

Settlements

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Settlement of Lands upon Trustees, for payment of Debts out of the Profits thereof, and afterwards to a Grand-child by Bargain and Sale.

THis Indenture, made, &c. Between M. C. of, &c. Widow, on the one part, and R.F. of, &c. and T. L. of, &c. Gent. on the other part, Witnesseth, The said M. C. as well for and in consideration of the Sum of 5 s. to her the said M. by them the said R. and D. before the enrolling and delivery of these Presents, well and truly satisfied and paid, and also to the intent and purpose that they the said R. and T. their Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly satisfy, content and pay, or cause to be satisfied, contented and paid, unto the several and respective persons hereunder named, the several and respective Debts and Sums of Money after their Names, in the Note or Schedule hereto annexed appearing, and which Debts and Sums of Money she the said M. doth acknowledge she oweth, and is chargeable to pay unto the said several persons; and to the intent also that they the said R. and T. their Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will also well and truly satisfy, content and pay unto all and every other person and persons, all and every other Debt and Debts which she the said M. shall justly owe unto them at the time of her decease, upon just Consideration and for her maintenance or necessity in the mean time, as also shall discharge her necessary Funeral Expences. And to the intent and purpose, to settle

Consideration,
to pay the
Grantor's
Debts.

And to settle
the Lands to
Uses.

Grant.

Habendum.

settle and assure the said Messuage, Lands and Tenements, with the appurtenances, unto the several Uses hereafter in these Presents mentioned, limited and declared, the the said M^r Hath given, granted, bargained, sold, enfeoffed, released, delivered and confirmed, and by these Presents doth give, grant, bargain, sell, enfeoff, release, deliver and confirm unto the said R. F. and T. L. their Heirs and Assigns; All, &c. (*recite les Premisses*) and all and singular the Lands, Tenements, Meadows, Leasows, Pastures, Feeding Woods, Under-woods, Ways, Waters, Commons, Profits and Emoluments and Hereditaments whatsoever, with their and every of their appurtenances, unto the said Messuage or Tenement, belonging or in any wise appertaining situate and being in L. A. in the Parish of S. in some or one of them, all and singular which said granted, bargained, sold, enfeoffed, released, delivered and confirmed, or herein or hereby meant, mentioned or intended to be bargained, sold, enfeoffed, released, delivered and confirmed Premisses, are now in the actual possession of him the said T. L. To Have and to Hold the said Messuage or Tenement, with the Appurtenances, Gardens, Orchards, Lands, Tenements, Meadows, Leasows, Pastures, Feeding Commons, Profits, Woods, Under-woods, Ways, Waters, and all other the Premisses, with their appurtenances, herein before granted, sold, enfeoffed, released, delivered and confirmed, or herein or hereby meant, mentioned or intended to be granted, bargained, sold, enfeoffed, released, delivered and confirmed unto the said R. F. and T. L. their Heirs or Assigns, to and for the uses, intents and purposes hereafter in these Presents limited, expressed and declared, and for the other uses, intents and purposes hereafter

hereafter in these presents limited, expressed and declared, and to and for no other use, intent or purpose whatsoever; (That is to say,) To have and to hold the said Premises, hereby granted unto the said R. F. and T. L. their Heirs or assigns, for so long time and until they or some one of them shall have raised out of the Issues and yearly Profits of the said Premises, so much Money as may well pay, satisfy and discharge all and singular the Debts and Sums of Money in the Note or Schedule hereunto annexed specified, with all just Interest, Consideration, Costs and Damages for the same, to become due and payable for the same, together with the necessary Funeral Expences of the said M. and her just other Debts which shall be due owing by her at the time of her death to any person or persons, for her Maintenance or necessity in the mean time: And immediately from and after such time, that all and singular the said Debts, Sums of Money and Funeral expences, shall and may be reasonably and conveniently raised, or granted or procured out of the Rents, Issues, or yearly Profits of the said Premises, Then to the only sole and proper use and behoof of A. C. Son J. C. and Grandchild of her the said M. and his Heirs for ever, and to and for no other use or uses, intents or purposes whatsoever. And the said M. C. and her Heirs, all and singular the Premises hereby granted unto the said R. F. and T. L. and their Heirs, to the uses aforesaid, against all persons, shall and will warrant and for ever defend by these presents. In witness, &c.

A Settlement upon Marriage of an Estate, part of the Estate settled upon the Sons Wife for Joynture part upon the Issue, and a Rent reserved for the Father, with several other Special Limitations Trusts, &c. by a Lease and Release. Per Sir Geof. Palmer.

Pro Lease, vid. Tit. Bargain und Sale.

Release.

Consideration.

Grant.

THis Indenture Tripartite, made the, &c. day of, &c. in the year, &c. Between T. A. the elder of S. in the County of N. Esq; and T. A. the younger Son and Heir apparent of the said T. A. the elder, of the first part; S. R. of T. L. in the County of Leicestershire, Widow R. R. of T. L. aforesaid, Esq; and E. R. Daughter of the said S. and Sister of the said R. of the second part, and J. S. of L. in the County of N. Esq; W. R. of C. in the said County of L. Clerk and P. W. of E. in the said County of L. Gent. of the third part, Witnesseth, That in Consideration of a Marriage intended (by the Grace of God) to be shortly had and solemnized between the said T. A. the younger and E. R. and of the Sum of, &c. paid by the said, &c. for the Marriage Portion of the said E. and for a Joynture for the said E. in lieu and full Barr of her Dower and Thirds at the Common Law, and for settling the Mannor, Lands, Tenements and Hereditaments herein after mentioned, to the several and respective uses, upon the Trusts and under the Premises herein hereafter declared and contained, the said T. A. the elder and T. A. the younger, have granted, quit-claimed, released and confirmed, and by these presents do grant, release, quit-claim and confirm unto

the said S. R. All that the Mannor of S. &c.
 All which said Mannor and Premisses now are
 in the actual possession of the said S. R. by virtue
 of a bargain and Sale to her thereof made by
 the said T. A. Sen. and T. A. Jun. by Indenture
 bearing date the day next before the date here-
 of, and by force of the Statute for Transferring
 of Uses into Possession; and for and upon the
 Consideration aforesaid T. A. Sen. and T. A.
 Jun. do by these presents grant, release and con-
 firm unto the said S. R. all the Estate, Right,
 Title, Interest, Claim and Demand whatsoever,
 of them the said T. A. Sen. and T. A. Jun. and
 either of them, of, in and unto the said Mannor
 and Premisses, and every or any part or parcel
 thereof, and the Reversion and Reversions, Re-
 mainder and Remainders, together with the
 profits and Rents of the Premisses, and every
 part and parcel thereof; To Have and to *habendum.*
 hold the said Mannors, Messuages, Farms,
 Closes, Lands, and all and singular other the
 Premisses herein before-mentioned, and intended
 to be hereby granted, with their and every of
 their appurtenances, to the said S. R. and her
 Heirs, To the use of the said T. A. Sen. and T. A.
 Jun. until the said intended Marriage shall be
 had and solemnized, and immediately from
 and after the solemnization thereof, to the
 several and respective uses and intents, upon the
 Trusts and under the Provisoes herein after
 declared and contained; (That is to say,) As, to, *Limitation of*
 for and concerning the said several Closes or *Uses.*
 enclosed Grounds, commonly called or known
 by the name of Inlands, the Hand-Meadow, &c.
 and herein before-mentioned to be in the several
 ventures or occupations of the said R. H. and T. C.
 and their Assigns, with their and every of their
 appurtenances, to the use of the said T. A. Jun.

E e

for

For Joynture.

Rent reserved
to Husband's
Father.

for and during the Term of 99 years (if he so long live) without impeachment of Waste, and immediately from and after the expiration or other determination of the said Term of 99 years, to the use of the said E. R. for and during the Term of her Natural life, and in lieu of recompence and full bar of her Dower and Thirds at the Common Law, and after her Decease and Expiration or determination of the said Term of 99 years, To the use of the heirs Males on the Body of the said T. A. Jun. on the Body of the said E. R. to be begotten; and for default of such Issue, to the use of the heirs Males of the said E. by the said T. A. Jun. to be begotten. And as to and concerning all the rest and residue of the said Mannor and other the Premisses herein before-mentioned to be hereby granted, whereof no Use is herein before declared after the solemnizing of the said intended Marriage, these presents and the assurance hereby made shall be and enure, and the said S. R. and her Heirs shall stand and be seized thereof, and of every part and parcel thereof, immediately from and after the solemnization of the said intended Marriage, To the use and intent that the said T. A. Sen. and his Assigns shall and may from time to time, during his Natural life, have, receive, perceive and take forth of the said last mentioned Premisses, the Annual or yearly Rent or Sum of, &c. lawfull *English Money*, on the Feasts of the Annunciation of the Blessed Virgin *Mary*, the Nativity of *St. John* the Baptist, *St. Michael* the Archangel and the Birth of our Lord Christ, by equal and even portions, without any defalcation or abatement of any publick Taxes, Charges or Payments whatsoever, the first payment thereof to begin and to be made at such of the said Feast-days

as shall next happen after the said intended Marriage, and to this intent that if it happen the said Annual or yearly Rent or Sum of, &c. or any part or parcel thereof to be behind or unpaid by the space of 20 days next after any of the said Feast-days, whereupon the same is herein before appointed to be paid, That then and so often it shall or may be lawful to and for the said T. A. Sen. into the Premisses therewith charged, and every or any part or parcel thereof, to enter and distrain for the same, and the Distress and Distresses then and there from time to time found, to take, lead, drive, and carry away and impound, detain or keep until he or they of the said yearly Rent; and all arrearages thereof (if any be) shall be fully satisfied and paid; and to this further use and intent, That the said W. R. and W. and their Heirs, immediately from and after the decease of the said T. A. Jun. shall from time to time, during the life-time of the said E. R. upon the Trusts in that behalf herein hereafter contained, have and receive forth and out of the same last mentioned Premisses, the Annual or yearly Rent or Sum of, &c. at the said Feast of the Annunciation of the Blessed Virgin *Mary*, the Nativity of St. *John* the Baptist, St. *Michael* the Archangel, and the Birth of our Lord Christ, by even and equal portions, the first payment thereof to begin and be made at such of the said Feast-days as shall next happen after the decease of T. A. Jun. And to this further intent and purpose, That if it happen the said Annual or yearly Rent of, &c. or any part or parcel thereof to be behind or unpaid by the space of 20 days next after any of the said Feast-days whereupon the same is herein before appointed to be paid, That then and so often it shall and may be lawful to and

Clause of
Distress for
non payment.

Another Rent
to be paid for
other Uses.

Settlements.

The Use of
the residue.

for the said W. R. and P. W. their Heirs and Assigns, into the Premises therewith charged, and every or any part or parcel thereof, to enter and distrain; And the Distress and Distresses then and there from time to time found, to take, lead, drive, carry away and impound, detain and keep until he shall be of the said yearly Rent of, &c. and all arrearages thereof (if any be) fully satisfied and paid. And as to and concerning the said rest and residue of the said Mannor, and of all and singular the Premises therein before-mentioned, to be hereby granted, with their and every of their Appurtenances charged with the said several and respective yearly Rents of, &c. and, &c. during the respective Lives of the said T. A. Sen. and E. R. whereof no use is before limited after the said Marriage, other than for and concerning the said Rents, These presents, and the assurance hereby made, shall be and enure, and the said S. R. and her Heirs shall stand and be seized thereof, and of every part and parcel thereof, with their and every of their Appurtenances, immediately from and after the said solemnization of the said intended Marriage, and Charges, To the use of the said T. A. Jun. for and during the Term of 99 years (if he so long live) without Impeachment of Waste, and after the aforesaid or other determination of the said Term of 99 years, To the use of the said E. R. for and during the Term of the Natural life of the said E. R. and for and during the Term of the Natural life of the said T. A. Jun. and afterwards to the use of the heirs Male on the Body of the said T. A. Jun. on the Body of the said E. R. to be begotten. And as, to and concerning the Mannor of S. and West, *alias* W. and all and singular other the Premises herein before

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before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, These presents, and the assurance hereby made shall be and enure. And the said S. R. and her Heirs, shall stand and be seized thereof, and of every part thereof, as the several and respective Uses and Estates thereof herein before declared shall respectively end and determine, subject unto and charged with the said Annual or yearly Rents or Sums of, &c. and as to the Premises therewith chargeable, as aforesaid, in manner as is before expressed, To the use of the said T. A. Jun. and the heirs Males of his Body, on the Body of the said E. R. to be begotten. And for default of such Issue, to the use of the said J. S. and W. R. their Executors and Assigns, for and during the Term of 500 years, without Impeachment of Waste, upon Trust, and under the Proviso in that behalf herein after declared and contained; and after the expiration or other determination of the said Term of 500 years to the use of the said T. A. Jun. and of the Heirs of his Body issuing; And for default of such Issue, to the use of the said T. A. Sen. for and during the Term of his Natural life, without Impeachment of Waste; and after his decease, to the use of T. A. Jun. and of his Heirs and Assigns for ever, and to or for no other use or purpose whatsoever. And as touching the said Annual yearly Rent of, &c. herein before limited to the said W. R. and P. W. it is declared, That the same is so limited unto them upon Trust, and to the intent that they may thereby have harmless and recompence the said E. R. and her Assigns, of and from all such costs, charges, damages and expences, which she or they shall sustain or be put unto by any Action,

Declaration of the use of the Rents.

To be a Security for the quiet enjoyment of the Joynture.

Settlements.

Provision for
Daughters, if
Issue Male fail.

Suit or Disturbance which shall happen or arise, in or concerning the said Messuages and Premises before-mentioned, to be in the several tenures or occupations of the said R. R. T. C. and J. W. or any part or parcel thereof, parcel of the Premises herein before limited to her the said E. for her Life for her Joynture. And it is provided, That so long and during all such time as she the said E. shall or may peaceably and quietly have, hold and enjoy the said Messuages and Premises so limited to her, without any let or disturbance, by any person or persons whatsoever, the said Annual or yearly Rent of, &c. shall cease, and shall not be payable or paid: And that subject unto the same several Trusts and Proviso's, the said whole Annual or yearly Rent of, &c. in case no disturbance be, or in case of disturbance the overplus thereof, after recompence made to the said E. shall go with and attend the Inheritance of the Premises therewith charged, according to the Uses and Estates thereof herein before declared, And as touching the said Term of 500 years, herein before limited unto the said J. S. and R. R. it is declared the same is so limited unto them upon the Trust and under the Proviso herein after expressed; (that is to say,) in Trust, That in case the said T. A. the Son shall happen to dye without Issue Male of his Body, on the Body of the said E. R. to be begotten, or that the Issue Male between them shall happen to dye without Issue of their Bodies coming before any of them attain the Age of 21 years, and that if there shall be one or more Daughter or Daughters of the Body of the said T. A. Jun. on the Body of the said E. R. to be begotten, That then such Daughter and Daughters respectively shall have the Portion herein after limited; (That

(That is to say,) If there shall be but one such Daughter only and no more, then such only Daughter to have the Sum of, &c. for her Portion; if there shall be two or more such Daughters or Daughters, then all the said Daughters to have the Sum of, &c. to be equally divided amongst them, share and share like, for their Portions, the said Portion and Portions to be respectively payable and paid unto the said Daughter or Daughters at her and their several and respective Ages of 16 years, or days of Marriage, which shall first happen; and in case the said Portion or Portions shall not be accordingly paid, that then and from thenceforth the said J. S. and R. R. their Executors and Assigns, shall by and out of the Rents and Profits of the Premises, or by Lease or Leases, or Sales of the Premises, or any part or parts thereof raise, and pay the said several and respective Portions, and shall permit such person or persons to whom the Freehold or Inheritance of the Premises, immediately expectant on the said Term of 500 years, shall for the time being appertain, to receive the Surplusage of the Rents and Profits of the Premises, until the said Portion or Portions of the said Daughter or Daughters, or some of them shall or should be payable by the intent of these presents: And after the said Portion or Portions shall be raised and paid, according to the intent of these presents, then the said Mannor and Premises, or so much thereof as shall then remain unsold, to go with and attend the Reversion and Inheritance of the Premises, immediately expectant on the said Term of 500 years, according to the Uses and Estates thereof herein before declared and limited. Provided always, That if the person or persons, to whom the Freehold or inheritance

*Proviso, for
making Joynture for a
second Wife.*

of the Premisses, immediately expectant on the said Term of 500 years, shall according to the Uses and Estates herein before declared for the time being appertain, do or shall well and truly pay, or to the liking of the said J. S. and R. R. their Executors, Administrators and Assigns sufficiently secure, to pay unto the said Daughter or Daughters of the Body of the said T. A. Jun. on the Body of the said E. R. to be begotten, the several and respective Portions herein before limited to be charged or raised for the Daughter or Daughters respectively, according to the intent of these presents, or if there shall be no Issue Female of the Body of the said E. by the said T. A. begotten, or if such Issue Female shall all of them dye before any of them shall attain her Age of 16 years; or before she shall be married, That then in each and every, or any of these cases, and at all times from thenceforth, the said Estate and Term of 500 years shall cease, determine and become void, any thing herein before contained to the contrary in any wise notwithstanding. Provided also, That it shall and may be lawful to and for the said T. A. Jun. from time to time, and at all times during his Natural life, after the decease of the said E. R. by any Writing or Writings under his Hand and Seal, testified by two or more Witnesses, to grant, assign, limit or appoint such and so much, and such part of the said Mannor and Premisses as are herein before limited in use to the said E. for her life, for her Joynture, or any part or parts thereof, unto or to the use of any Woman or Women which the said T. A. Jun. shall happen to Marry or take to Wife after the decease of the said E. R. for and during the Term of the Natural lives of such Wife or Wives only, for her or their

their Joynture, any thing herein before con-
 tained to the contrary notwithstanding. Pro-
 vided likewise, That it shall and may be lawful
 and for the said T. A. Jun. from time to time, *Proviso for*
 and at all times during his Natural life, by any *making*
 Writing or Writings Indented under his Hand *Leases, &c.*
 and Seal, testified by two or more Witnesses, to
 make any Lease or Leases, Demises or Grants
 possession of the said Mannor and Premisses,
 and every or any part or parts thereof, unto
 any person or persons whatsoever, for any
 time or number of years, not exceeding 21 years,
 as such Lease or Leases, Demises or Grants,
 do not extend or be made of the Premisses
 herein before limited to the said E. R. for her
 life, for her Joynture, and so as upon all and
 every such Lease and Leases of the said Mannor
 and Premisses, there be reserved yearly payable,
 during the continuance thereof, of the best and
 most improved Rents that can or may be had
 gotten for the same, any thing herein before
 contained to the contrary notwithstanding.
 And the said T. A. Sen. and T. A. Jun. for them- *Covenant,*
 selves, their Heirs, Executors and Administrators, *that Grantors*
 do covenant and grant to and with the said *are seized.*
 R. and R. R. their Heirs and Assigns, by these
 presents, that notwithstanding any act, matter
 thing made, committed or done, or wit-
 tingly or willingly suffered by the said T. A. Sen.
 and T. A. Jun. or either of them to the contrary,
 they the said T. A. Sen. and T. A. Jun. now are,
 one of them is and standeth lawfully and
 lawfully seized of and in the said Mannors,
 messuages, Farms and Clofes, and all and sin-
 gular other the Premisses herein before-men-
 tioned and intended to be hereby granted, with
 their and every of their Appurtenances, of a
 good, sure, perfect, absolute and indefeazible
 Estate

That the Premises limited for Joynture are of such a yearly value, and free from Incumbrances.

Covenant for further assurance.

Estate in Fee-simple, and now have or one of them hath good right, full power and authority to grant and convey the said Mannor and all other the Premises, with their Appurtenances to the several and respective Uses upon the Trust and under the Provisoos herein before declared and contained. And that the said Messuages, Farms, Closes, Plots and other the Premises herein before limited to the said E. R. for her Life, and for her Joynture, now are and be of the full clear yearly value of, &c. over and above all charges, Incumbrances and Reprizes, publick Taxes only excepted, and that notwithstanding any act or thing, as aforesaid the said Mannor, Messuages, Farms and Closes shall remain, continue and be to the several and respective uses and intents, upon the Trusts and under the Provisoos herein before declared and contained free and clear, and freely and clearly acquitted and discharged, or saved harmless and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Joyntures, Dowers, Uses, Wills, Incumbrances, Debts, Statutes, Recognizances, Judgments, Executions, and all former and other Estates, Titles, Troubles, Charges, Burdens, and Incumbrances whatsoever, had, made or done or to be had, made, done or committed by the said T. A. Sen. and T. A. Jun. or either of them, their or either of their Heirs and Assigns, or any other person or persons lawfully claiming or to claim, in, by, from or under them, or either or any of them, their, or either or any of their Estates, Right, Title, Act, Means, Consent or Procurement. And further, The said T. A. Sen. and T. A. Jun. for them, their Heirs, Executors and Administrators, do covenant and grant to and with the said S. R. and R. R. their Heirs

and Assigns by these presents, That they the said T. A. Sen. and T. A. Jun. and their Heirs, shall and will from time to time, and at all times during the space of seven years next ensuing the Date hereof, upon the Request and at the Costs and Charges in the Law of the said S. R. and R. R. their Heirs or Assigns, do, make, and execute, or cause or procure to be made, done and executed all and every such other and further act and acts, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect and absolute Conveying, Setting and assuring the said Mannor, Messuages, Farms, Closes, Plots, and all and singular other the Premisses herein before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, to the several and respective uses and intents, upon the Trusts and under the Provisoos herein before declared and contained, be, &c. the said further Assurance by Fine or Fines, Recovery or Recoveries, or otherwise howsoever, as by the Counsel Learned in the Law of the said S. R. and R. R. their Heirs or Assigns, shall be reasonably devised or required, as the Parties thereunto be not hereby compelled or compellable to Travel above, &c. Miles from the place or places of their usual abode for making thereof. In witness; &c.

A Settlement before Marriage by the intended Husband and Wife of the Wives Estate Real and Personal, That if the Husband do not in such time settle upon her Lands of such a value for her Joynture, and likewise settle Lands upon the Issue, then Trustees to stand seized and possessed to her use only; Husband not to intermeddle, but all to be at her sole disposal. By Sir J. L.

Pro Lease and Release, vid. Tit. Bargain and Sale.

Recital of the intended Marriage.
Recital of Mortgage in Fee.

THIS Indenture, &c. Between M. N. of, &c. and S. T. of, &c. of the one part, and E. F. G. H. and J. K. of, &c. of the other part. Whereas there is a Marriage intended to be shortly had and solemnized between the said M. N. and S. T. and whereas A. B. of, &c. by his Indentures of Lease and Release, bearing date, &c. for the Consideration therein mentioned did bargain, sell, give, grant, release and confirm unto the said S. T. her heirs and Assigns, all, &c. To Have and to Hold the same, and every part thereof unto the said T. S. her Heirs and Assigns for ever: In which said Indenture of Release contained a Proviso or Condition in these words or to this effect following, viz. [Provided always, &c. Recite the Proviso] And whereas the said Sum of, &c. nor any part thereof, was not paid at the day and place before mentioned for payment thereof, nor at any time since, by reason whereof the said Indenture became absolute, and the Estate of and in the said, &c. and Premises lawfully and absolutely vested in the said S. T. And whereas C. D. of &c. by his Indenture of Demise or Grant, bearing date, &c.

the Consideration therein mentioned, did Recital of
 demise, grant, Bargain and sell unto the said S. T. Mortgage for
 Executors, Administrators and Assigns, all, &c. years.
 to Have and to Hold unto the said S. T. her
 Executors, Administrators and Assigns, for, du-
 ring and unto the full end and Term of 1000
 years from thence next ensuing and fully to be
 compleat and ended, without impeachment of
 for any manner of Waste: Yielding and
 paying therefore yearly and every year, during
 the said Term, the yearly Rent of one Pepper-
 corn at the Feast of S. Michael, if the same shall
 lawfully demanded. In which said Inden-
 ture there is also contained a proviso or Con-
 dition in these words, or to this effect following,
 (Provided always, &c. *ut prius*) As in and
 the said Indenture of Demise or Grant, re-
 lation being thereunto had, may appear. And
 whereas the said Sum of, &c. in the said recited
 proviso in the said Indenture of Demise men-
 tioned, nor any part thereof, was not paid at
 the day and place therein mentioned for pay-
 ment thereof, nor at any time since, whereby
 the said Estate and Term for 1000 years, be-
 came absolute to the said S. T. And whereas Recital of the
 the said S. T. is possessed of divers Jewels, Plate, Personal
 householdstuff and Money of a very considera- Estate.
 ble Value, which by act of Law will become
 the proper Goods and Chattels of him the said
 N. upon the Consummation of the said Mar-
 riage. And whereas it is agreed by and between Covenant to
 the said Parties to these presents, And the said make a Settle-
 N. doth for himself, his Heirs, Executors ment on Wife
 and Administrators, covenant, Promise, grant by a certain
 day.
 and agree to and with the said E. F. G. H. and
 R. their Heirs, Executors, Administrators and
 Assigns, and to and with every of them by
 these presents, That he the said M. N. shall and
 will

Covenant to
settle Lands
on Children.

Grant and
Assignment of
all Freehold
and other
Personal
Estate.

will at or before the tenth day of, &c. next
ensuing the date hereof, well and sufficiently
settle, convey and assure unto the said S. T.
to such person or persons as they the said E. F.
G. H. and J. K. shall nominate and appoint
Trustees on the part and behalf of the said
S. T. by way of Joynture for her Life, so much
Lands as shall be of the clear yearly value of, &c.
per Annum (ultra Reprisas) for Term of her Life
without impeachment of Waste, freed and
discharged of and from all Incumbrances what-
soever, in Title, Charge, Estate or otherwise.
The same Conveyance and Settlement to be
made in such manner and form, as they the said
E. F. G. H. and J. K. the Survivors and Survivors
of them, his and their Heirs and Assigns, or
their or any of their Counsel Learned in the
Law shall advise. And that he the said M. N.
shall likewise settle, convey and assure before
the said tenth day of, &c. aforesaid, as the said
Counsel of the said E. F. G. H. and J. K. shall
advise upon such Child or Children as the said
M. N. shall beget upon the Body of the said
and the Heirs of the Body or Bodies of such
Child or Children, so much Land as shall be
worth and of the clear yearly value of, &c.
the least (*ultra reprisas.*) Now these pre-
sents are further to witness, That the
said S. T. and M. N. for divers good Causes
and Considerations them thereunto especially
moving, Have given, granted alienated, sold, en-
feoffed, confirmed, assigned and set-over, and
by these presents do give, &c. unto the said E.
G. H. and J. K. as well all and singular the said
&c. and Premises which the the said S. T.
purchased in manner and form as aforesaid
of and from the said A. B. situate and being
&c. as aforesaid, in their actual possession, now
being

by virtue of one Indenture of Bargain and Sale to him thereof made by the said S. T. bearing Date the day before the Date of these presents, and by force of the Statute for Transferring of Uses into possession :) To Have and Hold the same, and every part and parcel thereof, unto them the said E. F. G. H. and J. K. their Heirs and Assigns for ever, unto the several Uses, and upon and under the several trusts herein after mentioned and declared concerning the same: As also all that the aforesaid, &c. and Premises, with their and every of their Appurtenances, which she the said S. T. purchased of and from the said C. D. for the term of 1000 years as aforesaid: To have and hold the same, and every part and parcel thereof, unto him the said E. F. G. H. and J. K. their Executors, Administrators and Assigns, and during all the rest and residue of the said Term of 1000 years therein yet to come and unexpired. Nevertheless, to the uses, intents and purposes, and upon and under the trusts, Limitations and Agreements herein after mentioned and declared concerning the same. And also the said S. T. and M. N. have given, granted, and freely and voluntarily delivered unto the said E. F. G. H. and J. K. their Executors, Administrators and Assigns, all the Money, Plate, Jewels, Deeds, Evidences, Bills, Bonds and Specialties, Goods, Chattels and Personal Estate, which in any manner did, or doth belong unto the said S. T. Nevertheless, to the uses, intents and purposes herein after declared and expressed. And it is declared and agreed by and between all and every the said Parties to these presents, and it is the true intent and meaning of these Presents, and of the Parties to the same, that the said several and respective Gifts, Grants,

If the Husband
make such a
Settlement by
such a day,
then Trustees
to stand seized
to his and his
Wives use.

And to Re-
convey ac-
cordingly.

Grants, Alienations, Bargains, Sales and Assignments herein before made to the said E. F. G. H. and J. K. in manner and form above expressed are respectively made, upon Trust and Confidence as well of him the said M. N. as of her the said S. T. That in case the said Marriage shall take effect, and the said M. N. shall within the time above limited, well and sufficiently convey and assure unto the said S. T. or to such person or persons as they the said E. F. G. H. nominate and appoint as Trustees for the use of her the said S. T. so much Lands as shall be worth, and of the yearly value of, &c. (*ad reprisas*) for Term of her Natural life by way of Joynture, and shall make such further provision for such Child or Children as he shall beget on the Body of the said S. within such time, and of such value as is above Covenanted, concluded and agreed upon, over and above Rents, Charges and Reprizes, That then they the said E. F. G. H. and J. K. and the Survivors or Survivor of them, his and their respective Heirs, Executors, Administrators and Assigns, shall from thenceforth stand and be respectively seized and possessed of and in all the above-mentioned Lands, Chattels and Premises, with their and every of their Appurtenances, to the use of them the said M. N. and S. T. and of their Heirs, Executors and Administrators respectively. And that then they the said E. F. G. H. and J. K. and the Survivors and Survivor of them, his and their respective Heirs, Executors, Administrators and Assigns, upon convenient Notice or Warning to them given, shall Re-convey and Transfer unto the said M. N. and S. T. their Heirs, Executors, Administrators and Assigns, all and every the said Lands, Tenements, Goods, Chattels and Premises, with their and every of their

Appur

Appurtenances. And that if he the said A. B. his Heirs or Assigns, shall at any time hereafter be admitted to the redemption of the said Premises, which at present are forfeited as aforesaid, That then they the said E. F. G. H. and J. K. and the Survivors and Survivor of them, his and their Heirs, Executors, Administrators, and Assigns, shall and will pay and deliver, or cause to be paid and delivered all such principal Money, Interest and Damages as shall come to their hands for the same, unto the said M. N. his Executors, Administrators and Assigns. And in like manner, if the said C. D. his Executors, Administrators or Assigns, shall at any time hereafter be admitted to the redemption of the said, &c. and Premises so forfeit as aforesaid, That then they the said E. F. G. H. and J. K. and the Survivors and Survivor of them, his Executors, Administrators or Assigns, shall and will pay and deliver, or cause to be paid and delivered all such Principal Money and Interest as shall come to their hands for the same, to the said M. N. his Executors, Administrators or Assigns: And that they the said E. F. G. H. and J. K. the Survivors and Survivor of them, his Executors, Administrators and Assigns, shall and will grant, re-deliver and re-convey unto the said M. N. all such Jewels, Plate, Money and Household-stuff as they or any of them shall have in their hands by reason of these Presents, and which in any manner did or doth belong unto the said S. T. And the said M. N. and S. T. for themselves, their Heirs, Executors and Administrators, do Covenant, promise, grant and agree, to and with the said E. F. G. H. and J. K. their Heirs, Executors, Administrators and Assigns, That if the said M. N. shall not make such Provision or Settlement by way of Joynture unto

If Mortgagee be admitted to redemption, Trustees to pay M. N. the Principal and Interest received thereon.

If M. N. do not make such Settlement as aforesaid, then Trustees to stand seized and possessed to the use of S. T.

the said S. T. of Lands and Tenements, of the full yearly value of, &c. above all deductions and Reprizes whatsoever, and of an indefeazible Title, for Term of her Natural life, freed from all Incumbrances as aforesaid, and shall not make such further Provision and Settlement for and on the behalf of such Child or Children as he the said M. N. shall beget upon the Body of the said S. T. within such time and of such value, and in such manner and form as is before declared, and according to the true intent and meaning of these Presents, That then they the said E. F. G. H. and J. K. and the Survivors and Survivor of them, his Heirs, Executors, Administrators and Assigns respectively, shall stand and be respectively seized and possessed of all and singular the said Lands, Tenements and Hereditaments, and of all such Sum and Sums of Money as shall be paid by the said A. B. and C. D. or either of them, their or either of their Heirs, Executors, Administrators or Assigns, for or in respect of their several Redemptions of their several and respective Estates above mentioned, and of all other the said Jewels, Plate and Household-stuff, to the only use and behoof, and for the sole benefit, maintenance and disposition of the said S. T. and of all such Child or Children as he the said M. N. shall beget on the Body of her the said S. T. and to no other use, intent or purpose whatsoever. And further also, That he the said M. N. his Heirs, Executors, Administrators and Assigns, or any of them, shall not or will not at any time during the said intended Coverture, or afterwards intermeddle with any part of the Estate Real or Personal, which did or doth belong unto her the said S. T. nor with the Rents, Issues or Profits thereof, nor shall in any manner

manner arrest, sue, implead or trouble by any
 Suit, either in Law or Equity, them the said
 E. F. G. H. and J. K. the Survivors and Survivor
 of them, his Heirs, Executors, Administrators
 or Assigns, or any of them, upon the colour or
 pretence of having any right to any of the said
 Lands, Tenements, Money, Goods or Chattels
 which did or doth belong unto the said S. T. But
 that he the said M. N. shall permit and suffer the
 said E. F. G. H. and J. K. their Heirs, Executors,
 Administrators and Assigns, to dispose of all and
 singular the said Lands, Tenements, Money,
 Plate, Household-stuff, Goods and Chattels what-
 soever, at their discretion, for the sole use, be-
 nefit and behoof of the said S. during her life,
 and for the benefit and behoof of such Child
 or Children as she the said S. shall have at the
 time of her decease. And if it shall please God
 that she the said S. shall have no Child or Chil-
 dren at the time of her decease, then to such
 person and persons as she the said S. T. shall at
 any time, during her Natural life, whether she
 shall be then Sole or Married, by any Writing
 under her Hand and Seal, executed in the pre-
 sence of two or more credible Witnesses, or by
 her Last Will and Testament in Writing testified
 as aforesaid, direct, nominate and appoint. And
 that all and every such person and persons to
 whom she the said S. shall so dispose the same,
 or any part thereof, or the Rents Issues, Profits
 or benefit thereof, or of any part thereof, shall
 and may at all times hereafter, peaceably and
 quietly receive, hold and enjoy the same, with-
 out the let, suit, trouble, claim and demand
 whatsoever, either in Law or Equity, of him
 the said M. N. his Executors, Administrators and
 Assigns, or any other person or persons, claim-
 ing by, from or under him or them, or to his

M.N. not to
 sue Trustees.

But permit
 'em to dispose,

To the use of
 S. T. for life,
 Then to the
 use of her
 Children.

For want of
 Children, as
 she shall
 appoint.

Such as she
 appoints, to
 enjoy quietly.

or their use or uses, or by his and their consent, privity or procurement. In Witness, &c.

A Special Settlement of two Estates upon Marriage, where the Estates pass by Fines and Recoveries, Covenants for levying the Fines and suffering the Recoveries, the Conusees in the Fine to be Tenants to the Præcipe in the Recoveries, with Provisions for Annuities, Joyntures for first and other Wives, payment of Debts, Maintenance, Education and Portions of younger Sons and Daughters, Provisions for making Leases, and other nice Limitations and Trusts. By Sir J. K.

THIS Indenture Quadripartite, made the, &c. Between E. B. late Wife of C. B. of, &c. and Daughter and Heir of F. G. of, &c. D. B. Esq; Son and Heir of the said C. B. and Heir apparent of the said E. B. of the first part, J. K. Relict of Sir T. K. of, &c. deceased, and S. K. sole Daughter and Heir of the said Sir T. K. and Heir apparent of the said J. K. of the second part, M. N. of, &c. and O. P. of, &c. of the third part, and R. S. T. V. and W. K. &c. of, &c. of the fourth part. Whereas a Marriage, by the Grace of God, is intended to be shortly had and solemnized between the said D. B. and the said S. K. Now this Indenture Witnesseth, That in Consideration of the said intended Marriage, and for a provision of Livelihood to be made to and for the said E. B. and J. K. for their respective Lives, and for the payment, satisfaction and discharge of such Debts of the said C. B. and Sir T. K. as they or either of them did owe at the times of their respective Deaths, being their own proper Debts, and such wherein they are

are not Security for, nor stand obliged in, for any other person or persons, by such means as is herein after expressed and declared, and for raising Portions for the younger Sons, and all and every Daughter and Daughters of the said C. B. and for a competent and convenient Joynture to be had and assured to and for the said S. K. in case after the said intended Marriage so to be had and Solemnized as aforesaid, she the said S. L. shall happen to survive and over-live the said D. B. her intended Husband, and in full satisfaction of all Dower and Right and Title of Dower, which she the said S. K. might or could at any time hereafter claim or demand, out of or in any the Mannors, Lands or Hereditaments, which now are or hereafter shall be of the said D. B. And to the intent that all the Mannors, Messuages, Lands and Hereditaments herein after mentioned of the said D. B. and E. B. and either of them, and of the said J. K. and S. L. and either of them, may be settled and be and continue, so long as it shall please God, in the Name and Blood of them the said, &c. and to the severall and respective uses, intents and purposes, upon and under the severall Trusts, Provisoos and Limitations, Conditions and Agreements herein after declared and contained, It is Covenanted, concluded and agreed by and between all the said Parties to these Presents, And the said J. K. and S. K. for themselves, their Heirs, Executors and Administrators, do Covenant, promise and agree to and with the said M. N. and O. P. their Heirs and Assigns, by these Presents, that they the said J. K. and S. K. shall and will on this side and before the end of *Michaelmas* Term next ensuing the date hereof, in due form of Law, levy and acknowledge before his Majesties Justices of the Court of Common-

Covenant for
levying a Fine
by J. K. and
S. K.

Enurement of
Fine.

Pleas at *Westminster*, or before some other person or persons in that behalf to be lawfully authorized, one or more Fine or Fines *Sur Conu- zance de droit come ceo, &c.* with Proclamations thereupon to be had and made, according to the usual course of Fines with Proclamations for assurance of Lands in such cases used, and the form of the Statute in that behalf made and provided, unto the said M. N. and O. P. and their Heirs, or the Heirs of one of them, of all those the Mannors of, &c. in the County of C. with their and every of their Rights, Members and Appurtenances, and of all other the Mannors, Messuages and Hereditaments of them the said J. K. and S. K. or either of them, or whereof or wherein the said J. K. or S. K. or either of them, hath any Estate of Freehold or Inheritance in Possession, Reversion or Remainder, and of the Reversions and Remainders of all and singular the Premisses, and of every part thereof, the said Fine or Fines to be by the name of, &c. or by such other convenient name or names, additions, descriptions, quantities, qualities, contents and numbers of Acres or otherwise, in such manner and form as by them the said M. N. and O. P. or either of them, their or either of their Heirs or Assigns, or any of them, their or either of their Counsel Learned in the Law, shall be thought fit and convenient. And it is declared and agreed by and between all and every the said parties to these Presents, and in particular the said J. K. and S. K. do, and every of them doth, for themselves, their Heirs and Assigns, declare and agree that the said Fine, so as aforesaid or in any other sort to be levied and executed, and all and every other Fine and Fines, Conveyances and Assurances had and executed by and between the said Parties to these Presents,

or

or any of them, or whereunto they or any of them shall be party or parties of the said Manor and Premises, and of every part and parcel thereof, shall be and enure, and are meant and intended, and are hereby declared to be and enure, and the said M. N. and O. P. Cognizees in the said Fine to be named, and their Heirs shall stand and be seized of and in all and singular the said Premises, with their and every of their Appurtenances, To the use of the said J. K. and her Assigns, until the said Marriage shall be had and solemnized, and immediately from and after the Solemnization thereof, to the several uses, intents and purposes, and upon and under the several and respective Trusts, Provisoos, Limitations and Appointments herein after expressed and declared concerning the same; (That is to say,) As, for and touching all that, &c. to the use and behoof of the said J. K. and her Assigns, for and during the Term of her Natural life, without impeachment of or for any manner of Waste, and as for and concerning all the rest and residue of the said Mannors, Hereditaments and Premises, the said Fine shall be and enure, and the said M. N. and O. P. Cognizees in the said Fine to be named, and their Heirs, shall stand and be seized thereof, and of every part thereof, immediately from and after the Solemnization of the said intended Marriage, to the use of the said J. K., until the last day of *March*, next ensuing the date hereof, and afterwards to the use and intent that she the said J. K. and her Assigns, for and during the Term of ninety years (if she the said J. K. shall so long live) may have and receive out of the Premises, one Annuity or yearly Rent of, &c. of lawful Money of *England*, to be paid at or, &c. without any deduction, defal-

First, to the use of J. K. for her Natural life.

Annuity of, &c. per Ann. to J. K. for life,

cation or abatement for any Taxes, caule or thing whatsoever, at the Feast of S. *Michael* the Archangel and the Feast of the Annunciation of, &c. by even and equal portions, the first payment to be made at the Feast of, &c. next ensuing; and to the intent that if it shall happen the said yearly Rent or Sum of, &c. or any part or parcel thereof, to be behind and unpaid by the space of thirty days next after either of the said Feast-days or days appointed for the payment thereof as aforesaid, That then and so often it shall and may be lawful to and for the said J. K. and her Assigns, into the said Premises before charged therewith, or into any part or parcel thereof to enter, and the Goods and Chattels thereupon found to distrain, for the said Annuity or yearly Rent of, &c. and all the Arrearages thereof, if any such be, together with the said Sum of 10 s. *Nomine pæne* herein after limited and mentioned for every day that said Annuity or yearly Rent of, &c. or any part thereof shall be behind and unpaid by the space of thirty days next after either of the said Feasts or Days whereon the same ought to be paid as aforesaid, and the Distress and Distresses then and there found to take, lead, drive, and carry away, and the same to impound, or otherwise to detain and keep until she shall be so satisfied and paid, the said Annuity or yearly Sum of, &c. and all the Arrearages of the same, together with the Penalties for default of payment hereafter limited and appointed as aforesaid. And to this intent also, That if the said Annuity or yearly Rent of, &c. or any part thereof be behind or unpaid in part or in all by the space of thirty days next after either of the said Feasts or Days of payment aforesaid, That then and so often she the said J. K. and her Assigns, shall and

may

Distress.

may have and receive out of the said Premisses the Sum of 10 s. *Nomine pene* for every day *Nomine pene.* that the same Annuity or yearly Sum of, &c. or any part thereof shall be behind and unpaid above thirty days next after either of the said Feasts or days above limited for Payment thereof, as aforesaid. And as, for and concerning all the said Mannors, &c. and Premisses charged with the said yearly Rent or Sum of, &c. as aforesaid, with their and every of their appurtenances, to the use of the said R. S. T. V. and W. K. for and during the Term of 90 years (if the said J. K. shall so long live) upon the Trusts in that behalf hereafter expressed. But nevertheless, for the further security of the payment of the said Annuity or yearly Rent of, &c. unto the said J. K. and under and subject unto this Provision or Limitation; (That is to say,) That if it shall happen the said yearly Rent or Sum of, &c. shall be behind and unpaid unto the said J. K. above fifty days after the said Feasts or Days of Payments, on which the same ought to be paid as aforesaid, That then the said J. K. shall or may by any Writing or Writings under her Hand and Seal, executed in the presence of two or more credible Witnesses, signify and declare her mind to be to revoke and to have the Use and Estate before limited to the said R. S. T. V. and W. K. for ninety years (if she so long live) to be void, That then and from thenceforth, and from and after such signification and declaration had and made, the said Use and Estate and Term limited to them the said R. S. T. V. and W. K. shall cease and be utterly void, and that then and from thenceforth the said Fine shall be and enure, and the said M. N. and O. P. Cognizees therein named, and their Heirs, shall and be seized of and in the Premisses before

If unpaid 50 days after J. K. may revoke the Uses.

Second Limitation for 90 years, if D. B. so long live.

Remainder to S. K. for life.

Remainder to Trustees to preserve contingent Uses.

before-mentioned, to be charged with the said Annuity or yearly Rent of, &c. aforesaid, with their appurtenances, to the use of the said J. K. for and during the Term of her Natural life for the further security of the payment of the said Annuity or yearly Sum of, &c. to the said J. K. and her Assigns, as aforesaid. And as for and concerning the said Mannor of, &c. and all and singular other the Lands, &c. and Premises in, &c. as the Estates herein before limited concerning the same shall end and determine, and as for and concerning all, &c. the said Fine shall be and enure, and the said M. N. and O. P. Cognizees in the said Fine and their Heirs shall stand and be seized thereof, and of every part thereof, to the use of the said R. S. T. V. and W. K. for and during the Term of 99 years (if the said D. B. shall so long live) upon the Trust hereafter in that behalf declared and expressed. And from and after the expiration or other determination of the said Term of ninety years, to the use of the said S. K. for and during the Term of her Natural life, without impeachment of or for any manner of Waste, and from and after the expiration or other determination of the said several Estates of 90 years, (if D. B. live so long) and the Estate for life of the said S. K. Then to the use of the said R. S. T. V. and W. K. and their Heirs for and during the Terms of the Natural lives of them the said D. B. and S. K. and the Survivor of them, upon Trust to support and preserve the contingent Uses and Estates herein after limited from being defeated or destroyed, and to charge and end to make one or more Entry or Entries, as the case shall require. But nevertheless, to permit and suffer the said S. K. and her Assigns during her life, after the decease of the said

D. B.

B. to receive and take the Rents, Issues and profits thereof. And from and after the decease of the said D. B. and S. K. and the survivor of them, then to the use of Trustees for 500 years on the Trusts hereafter declared; and after termination of that Estate, then to the use and behoof of the first Son of the Body of the said D. B. on the Body of the said S. K. lawfully begotten and to be begotten, and of the first Males of the Body of such first Son lawfully issuing; And for default of such Issue, to the use of the second, &c. and for default, &c. third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the said D. B. on the Body of the said S. K. lawfully to be begotten, severally and successively one after another, as they and every of them shall be in seniority of Age and priority of Birth, and of the several and respective heirs Males of the Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the heirs Males of his Body lawfully issuing, being always prefer'd before the younger of such Sons and the heir Males of his Body lawfully issuing; and for default of such Issue, to the use of the said J. K. for and during the Term of her Natural life, without impeachment of Waste, and from and after her decease, to the use of the right Heirs of the said S. K. for ever, and to and for no other use intent and purpose whatsoever. And this Indenture farther Witnesseth, That for and upon the Considerations aforesaid, It is further covenanted, concluded and agreed by and between the said Parties to these presents, And the said E. B. and D. B. for themselves, their Heirs, Executors and Administrators, do covenant, promise and agree to and with the said M. N. and

Remainder to
1st Son, &c.

Remainder to
J. K. for life.

Remainder to
the right Heirs
of S. K.

Covenant for
Levying of a
Fine by E. B.
and D. B.

Enurement of
the Fine, to
make them
Tenants to
the *Præcipe*.

and O. P. and their Heirs by these presents, That they the said E. B. and D. B. shall and will on this side and before the end of *Michaelmas* Term next ensuing the date of these presents, in due form of Law, levy and acknowledge before his Majesties Justices of the Court of Common Pleas at *Westminster*, or before other person or persons in that behalf to be lawfully authorized one or more Fine or Fines *Sur Conuizance de droit come ceo, &c.* with Proclamations thereupon to be had and made according to the usual course of Fines, with Proclamations for assurance of Lands in such cases used, and the form of the Statute in that behalf made and provided unto the said M. N. and O. P. and their Heirs or the Heirs of one of them, of all, &c. whereof or wherein the said E. B. and D. C. have, or either of them hath any Estate of Freehold in possession, Reversion or Remainder, the said Fine or Fines to be by the name of, &c. or by such other descriptions, quantities, qualities, contents and numbers of Acres, or otherwise, in such manner and form as by them the said M. N. and O. P. or their Heirs, or any of them, shall be thought fit and convenient. And it is declared and agreed by and between all and every the said Parties to these presents, and particularly the said E. B. and D. B. do, and either of them doth, for themselves their Heirs and Assigns declare and agree, That the said Fine, so or in any other manner to be had and executed by and between the said Parties shall be and enure and is hereby declared to be and enure, and the said M. N. and O. P. and their Heirs shall stand and be seized of the said Premises with their Appurtenances, to the use of them the said M. N. and O. P. and their Heirs, until and to the intent that several good and perfect Com-

Com-

Common Recoveries may be thereof had and suffered, and to the end to make them the said N. and O. P. perfect Tenants of the Freehold the said Premises, for one or more Writ or Writs of *Præcipe* to be brought against them the said M.N. and O.P. whereupon several Common Recoveries may be thereupon had and suffered, ^{Covenant for} ^{a Writ of} ^{Entry for} ^{suffering a} ^{Recovery.} as hereafter expressed. For which purpose, It is covenanted, concluded and agreed by and between the said Parties to these presents, That shall and may be lawful to and for the said R. S. and T. V. to sue forth and prosecute out of the High Court of *Chancery*, retournable in the said Court of Common-Pleas at *Westminster*, one or more Writ or Writs of *Entre sur disseisin en le Poſt*, against them the said M. N. and O. P. thereby manding by apt and convenient names, descriptions and numbers of Acres, the said Manors of, &c. and all and singular other the Premises in the said County of, &c. To which said Writ or Writs of Entry the said M. N. and O. P. shall personally appear *gratis* at the same day and place of the Return thereof, and after Declaration made against them, then and there (according to the nature of the same Writs) shall will the same day make their defeazance and vouch over to Warranty the said E. B. who shall likewise *gratis* appear and enter into the said Warranty and vouch over the Common Vouchee in that Court, who shall also appear and imparl, and after Imparlance made shall be in Contempt of the said Court, so as Judgment may be thereupon had and given for the said R. S. and T. V. to recover the said Manors and Premises against them the said N. and O. P. and for them to recover in due against the said E. B. and for her to recover value against the Common Vouchee. And also

Double Recovery.

one

one or more Writ or Writs of Entry *Sur disseisin le Post*, retournable as aforesaid against the said M. N. and O. P. thereby demanding by like and convenient names, descriptions and numbers of Acres the said Mannors, &c. To which Writ or Writs the said M. N. and O. P. shall personally appear *gratis* at the day and place (*ut supra*) and vouch to Warranty the said D. B. who shall likewise appear and enter into Warranty, and vouch over to Warranty the Common Vouchee of the same Court, who shall likewise appear *gratis* and imparle, and after Imparlance depart in Contempt of the Court, so as Judgment may be thereupon had and given for the said R. S. and T. V. to recover the said Mannors and Premises in, &c. against the said M. N. and O. P. and for the said M. N. and O. P. to recover in Value against the said D. B. and for him to recover over against the Common Voucher. And that all and every act and acts may be done and executed, needful and requisite for the having and executing of several good and perfect Common Recoveries of all and singular the said Mannors and Premises, with their several and respective Appurtenances with several and respective Vouchers over as aforesaid, according to the usual course of Common Recoveries in assurance of Lands in such cases used. And it is declared and agreed by and between all the Parties to these presents, That the said Fine and Fines, so or in any other manner to be had and levied of the said Mannors of, &c. in the said County of, &c. and the Recovery and Recoveries so or in any other manner to be had and suffered, and the Cognizees in the said Fine and Fines named, and the said Recoveror and Recoverors in the said Recoveries, shall stand

seized of all, &c. To the several uses, intents
 and purposes hereafter limited and declared
 concerning the same; (That is to say,) To the
 &c. (*Limit the several Uses with a limitation*
Term of years to Trustees upon Trusts fol-
lowing, &c. Remainder to Issue Male, &c. And for
 default of such Issue, to the use and behoof of
 said S. K. in case she be *Privement enseint* or If Wife be
 with Child at the time of the decease of the *Privement*
 D. B. until she be Delivered of such Child *enseint.*
 dye, which of them shall first happen, and
 such Child shall be Born living, and shall be
 son, then to the use of that after-born Son,
 and the heirs Males of his Body issuing : And if
 such after-born Child shall not be a Son, or if
 such after-born Son shall dye without Issue
 male of his Body lawfully begotten, or if the
 S. K. shall dye without any Son of her
 lawfully begotten by the said D. B. Then to the use
 of the right Heirs of the said D. B. for ever.
 And as for and concerning all, &c. and all and
 singular other the Premisses intended to be com-
 pleted in the said Fines and Recoveries, whereof
 use is before in and by these presents declared.
 After the solemnization of the said intended
 marriage the said Fines and Recoveries shall be
 enured, and the said Cognizees and Reco- *Limitation to*
 vrs therein named, shall stand and be seized *Trustees.*
 thereof, and of every part thereof, to the use
 and behoof of the said R. S. T. V. and W. K.
 the Survivors and Survivor of them, their
 heirs and Assigns for ever. And it is declared,
 that the same is so limited to them upon the
 trusts following; (That is to say,) Upon Trust
 to the end, That they the said R. S. T. V.
 W. K. and the Survivors and Survivor of
 them, his and their Heirs and Assigns, shall
 with what convenient speed may be) make
 Sale

To sell Lands
for raising a
sum of Mony.

First, To pay
Debts.

Secondly, For
raising Chil-
dren's Portions.

Sale of the said Lands and Premisses so limited unto them, at and for the best Price that can be had or gotten for the same, and that by and out of the Money raised by such Sale, and out of the Rents and Profits in the mean time they shall pay unto the said J. K. her Executors or Administrators the Sum of, &c. of lawful Money of England for the full payment and discharge of the Debts of the said Sir T. K. deceased, and in the mean time, until the said Sum of, &c. shall be paid he shall and may out of the Rents and Profits of the same Premisses, and out of the Moneys to be raised by the Sale thereof, answer and pay unto the said J. K. her Executors, Administrators or Assigns, for or in respect of the Interest for forbearance of the said, &c. from the, &c. day of, &c. next ensuing the date hereof, the yearly Sum of, &c. at, &c. The first payment to be made of, &c. and so after the rate of, &c. *per Annum*, all the time that shall happen to be between the said, &c. day of, &c. aforesaid, until such time as the said Sum of, &c. shall be paid unto the said J. K. without any deduction for Taxes or otherwise. And after the said Money for Interest, and the said, &c. Pounds shall be paid as aforesaid, Then the said Trustees, their Heirs and Assigns shall dispose of the Overplus of the Money to be raised by the Sale of the said Mannors and Premisses aforesaid, unto J. B. H. B. and M. B. two of the Daughters and second Son of the said E. B. to be paid to their hands, for and towards the raising Portions, together with the other Provisions herein after provided, several Sums of, &c. for each and every of the said J. B. H. B. and M. B. for their several respective Portions as aforesaid. And as for and concerning all that the said Mannor of,

the use of the said Trustees, and the Survivors and Survivor of them, his and their Executors and Administrators, and the said Estates and Terms are so respectively to them limited, upon the Trusts herein after expressed and declared; (that is to say,) Upon Trust, and to the intent and purpose, That the said J. K. shall and may Services reserved to J. K.
 from time to time, have and enjoy to her own the Rents and Services usually performed by the Tenants of the Mannor of A. not exceeding twenty Cart-loads of Carriages in any one year. and to the intent, that by and out of the other Rents and Profits of the said Mannors and Premises so to them limited as aforesaid, they the said (Trustees) their, &c. shall and may from time to time satisfy and pay unto the said E. B. her Assigns, the yearly Sum of, &c. at, &c. and towards the Maintenance and Education of F. G. and H. the younger Sons of her the said E. B. as (the Ages of her said younger Sons, Provision for younger Sons;
 and other Circumstances considered) she the said E. B. and her Assigns, shall in her and their discretion think fit, so as the same do not exceed, Pounds *per Annum*, for any one of the said younger Sons; and shall and may dispose Overplus of Profits to make up Portions before limited to the other Daughters and Sons.
 of the Overplus of the Rents and Profits of the said Mannors and Premises aforesaid, for and towards the supplying up the said several respective Sums or Portions of, &c. Pounds the said H. B. J. B. and M. B. so far as the Provisions herein before in that behalf made shall fall short, and not otherwise. and for the raising the several Sums of, &c. for each and every of them the said F. G. and H. Portions for younger Sons, payable at 21 years, or Marriage, if Marriage be with Consent.
 their Portions, to be respectively paid unto them at their several and respective Ages of twenty-one years, or Days of Marriage, which of them shall first happen, or so soon after as the same may

As each is paid
his Portion,
his Education-
Money to be
abated, to help
make up Por-
tions of the
rest.

Each to be
paid according
to their Senio-
rities.

And Interest
from 21 years,
till paid.

may conveniently be raised, so as such Marriage be by and with the Consent of the said E. B. their Mother, during her Life, and after her decease, with the Consent of the said D. B. their Brother: But with this Limitation and Declaration, That then and so often as any one of them the said F. G. and H. shall have received and be paid his or their Portion or Portions, that then and from thenceforth the said yearly Sum and Sums of, &c. (before limited to them for their Education and Maintenance) for each and every of them so receiving his or their Portion or Portions, shall be abated and detained out of the, &c. Pounds before-mentioned, to be paid to the said E. B. for the Maintenance and Education of the said Sons; And that then and from thenceforth the same yearly Sums of, &c. so to be abated and retained, shall go and be disposed and employed for and towards the better supplying and making up of the said Portions or Sums of, &c. apiece for the said J. B. H. B. and M. B. and for the better and more speedy raising of, &c. Pounds apiece for such of them the said F. G. and H. whose Portions shall not be so received and paid. And it is declared and agreed by and between the said Parties to these Presents, That the Portions of, &c. apiece, to the said J. H. and M. B. shall be paid to them successively, according to their respective Seniorities in years, *viz.* First to the said J. next to the said H. and after the said M. B. And furthermore, That if the respective Portions of the said Children here provided for, shall not be paid, at their respective Ages of twenty one years, That then each of the said Children shall have allowed Interest on their said Portions, from their respective Ages of twenty one years till the same Portions shall be respectively

respectively paid, after the Rate of 6 *l.* per Cent.
per Annum, to be raised out of the said Lands, and
to be paid to the said Trustees half yearly;
and with this Proviso and Limitation also, That
in case it shall happen any of them the said
G. and H. shall depart this Life before his or
their said Portion or Portions shall become due
and payable to him or them, That then and
from thenceforth the Portion or Portions of him
or them so dying shall determine, and not be
payable and paid: And that then and from
thenceforth the said Mannors and Premises
charged with the raising thereof, shall be clearly
and absolutely discharged thereof, and other
the said Maintenances shall be raised and paid,
according to the true intent and meaning of
these Presents; And that the said Trustees, their
Executors, Administrators and Assigns, shall stand and be possessed of the said Pre-
mises, for and during the respective Terms to
them limited as aforesaid, and shall dispose of
the Moneys remaining in their hands (if any
be) upon Trust and to the benefit of the person
and persons to whom the next and immediate
Reversion and Remainder or Freehold of the
Premises, Expectant upon the said several Terms
shall for the time being appertain, and to fall in,
to with and attend the Inheritance thereof,
according to the several and respective Uses
and Estates before limited: And as for and con-
cerning the said Estates and Terms of, &c. here-
before limited unto them the said Trustees, their
Executors, Administrators and Assigns, It is de-
clared and agreed by and between all the said
Parties to these Presents, That the same is so to
them limited, upon the Trusts and to the intent
and purposes, and under and subject unto the
several and respective Provisoes and Conditions
hereafter declared and expressed; (That is to

Trustees to
stand possessed
of residue of
the Term and
Overplus of
Money to the
use of those in
Reversion.

Limitation to
Trustees on
Trusts follow-
ing.

In default of
Issue Male,
Portions to
Daughters.

If but one
Daughter, so
much to her
Portion ; if
more, to have
that Sum
equally divi-
ded amongst
them.

Payable at
18 years or
Marriage with
Consent.

say,) That in case the said D. B. shall die without any Issue-Male of his Body, on the Body of the said S. K. lawfully begotten and living at the time of the decease of the said S. K. or if the Heirs Males between them shall happen to die without Issue Male of their Bodies lawfully issuing before their Age or Ages of twenty one years, and that there shall be one or more Daughter or Daughters of the Body of the said D. B. on the Body of the said S. K. which shall attain to her or their Age or Ages of twenty one years or days of Marriage, That then such Daughter and Daughters shall have the Portions and Sums of Money hereafter limited ; (That is to say,) If there shall be but one such Daughter and no more, then such only Daughter to have the Sum of, &c. and no more for her Portion. And if there shall happen to be two such Daughters or more, Then all the said Daughters to have the said Sum of, &c. equally divided amongst them, share and share alike, the said respective Sum and Sums to be paid at the respective Age or Ages of such Daughter or Daughters of twenty one years or days of Marriage, which of them shall first happen, or within such convenient times after such of them as shall first happen, as the same Portion or Portions can be conveniently raised in (so as such Marriages be with Consent, *ut primo*. And in case such Portion or Portions shall not be so paid, That then the said Trustees, and the Survivors of them, their Executors, Administrators and Assigns, shall and may out of the Rents, Issues and Profits of the Premises, or by Leases, Sale or Mortgage thereof, raise and pay the said Portion and Portions ; and that in the mean time, from the death of the said D. B. until such time as the said Portion or Portions shall become due and payable as aforesaid, they shall

aid Trustees, their Executors, Administrators and Assigns, shall and may out of the Rents, Issues and Profits of the Premises, raise convenient Maintenance for such Daughter or Daughters according to their Degree and Quality, not exceeding the Sum of, &c. yearly for each of the said Daughters, and shall and will permit and suffer such person and persons, to whom the Freehold and Inheritance of the said Premises, expectant upon the said several Terms so limited to them the said Trustees as aforesaid, shall for the time being appertain, to receive the Surplusage of the Rents and Profits of the said Premises, until such Portion or Portions of such Daughter or Daughters shall or should, according to the true intent and meaning of these Presents, become due and payable. After the said Portions and Maintenance to and for such Daughter and Daughters shall be raised and paid as aforesaid, Then the said Trustees, their, &c. to stand and be seized of all and singular the said Premises, for and during the rest and residue of their respective Terms, so limited to them as aforesaid, then to come and unexpired, and shall dispose of the Moneys then remaining in their hands (if any be,) upon Trust and for the benefit of such person and persons to whom the next and immediate Reversion and Remainder, or Freehold of the Premises expectant upon the said Terms, shall for the time being appertain, and to fall in and attend the Inheritance thereof. Provided always, That if the person or persons to whom the next and immediate Reversion, Freehold or Inheritance of the Premises expectant upon the said Terms, shall come, descend or appertain, do and shall within one year after the death of the said D. B. sell and truly pay or cause to be paid, to the

Education- Money.

He in Reversion to receive Overplus.

After Maintenance and Portions raised, Trustees to stand seized to the use of him in Reversion.

If he in Reversion pay or secure the Maintenance and Portions to Trustees approbation; or if no Daughters, or they all die before days of payment, then the Limitation for raising such Moneys to cease.

Proviso, for making Joynture for second Wife.

liking and approbation of the said Trustees their, &c. and the Survivor of them, or sufficiently secure or cause to be secured unto the Daughter and Daughters of the Body of the said D.B. on the Body of the said S. K. lawfully begotten, all and every the said respective Portions and Sums of Money herein before limited to be charged, or intended to be charged and raised out of the Premises, for the said Daughter and Daughters respectively, according to the true intent and meaning of these Presents. Or if the said S. K. shall not have any Issue Female on her Body begotten then alive, or if all such Issue Female shall happen to die before they attain, or any of them shall attain her Age of eighteen years, or be Married, That then the said Estates or Terms of, &c. years, limited to the said Trustees, their, &c. shall cease, determine and be void, any thing herein contained to the contrary thereof in any wise notwithstanding. Provided always, and it is declared and agreed by and between all the said parties to these Presents, That it shall and may be lawful to and for the said D. B. after the decease of the said S. K. at all times during his Natural life, by any Writing or Writings under his Hand and Seal testified by two or more credible Witnesses, to assign, limit and appoint, all or any part of the Premises herein before limited to the said S. K. for her Joynture, to any person or persons, or for the use of any Woman or Women which he the said D. B. shall happen to take to Wife after the decease of the said S. K. for the Lives or Lives of such Wife or Wives, for her their Joynture or Joyntures. And that from and after such Limitation and Appointment the said Fine and Fines, Recovery and Recoveries, so as aforesaid to be had, levied, suffered

executed and perfected, and all and every other, &c. shall be and enure, &c. and the said Cognizances and Recoverors, &c. shall stand and be, &c. to the use of such Woman or Women as he the said D.B. shall hereafter fortune to marry, for and during the Natural life and lives of such respective Wife and Wives in manner as aforesaid; Any thing, &c. notwithstanding. Provided also, ^{Power to make Leases.} and it is further Covenanted and agreed by and between all and every the said parties to these Presents, and declared to be their true intent and meaning, That it shall and may be lawful to and for the said D. B. and the said S. K. in case she happen to survive the said D. B. for and during the Terms of his and her respective Natural Lives respectively, from time to time, and at all times from and after the, &c. day of, &c. next ensuing, and from and after the Deceases of them the said D. B. and S. K. to and for any person or persons to whom any Use or Estate is herein before limited respectively, being in possession of such Use or Estate of the said Premises, or any part thereof, during their respective Natural Lives, by virtue of and according to the several and respective Limitations herein before to them made, being of the Age of twenty one years, or ^{Being of the Age of 21 years.} above, by any Deed or Deeds Indented, Sealed, Signed and Delivered in the presence of three or more Credible Witnesses, to make any Lease or Leases, Demise or Demises of the said Premises, or any part thereof in present possession, but not in Reversion, so as such Lands have been usually letten, by the space of, &c. now last past, unto any person or persons, for any Term or Terms not exceeding three Lives, or for any number of ^{For three Lives or 21 years in possession.} years not exceeding twenty one years from the making thereof, without any Fine or Income, so

Without any
Fine.

Reserving as
much Rent as
bona fide can
be got.

Lessees to be
restrained
from doing
Waste,

And to seal
Counterparts
of the Leases.

as the best and most improved yearly Rents, as for twenty one years last past had been reserved, or so much Rent as really and *bona fide* may be got for the same, be thereupon respectively reserved to be due and payable during the whole Term and Terms of such respective Lease or Leases, so as in and by such Lease and Leases the respective Lessee and Lessees therein named, their Executors, Administrators and Assigns, be restrained from doing or suffering any Waste or Spoil to be done in and upon the said demised Premises, and every part thereof, so as all and every Lessee and Lessees do seal and deliver Counterparts of such Lease or Leases; All and every which said respective Rent and Rents, together with the Counterparts of such Lease and Leases, it is Covenanted and declared by and between all the said parties to these Presents, shall from time to time remain and come to all and every such respective person and persons to whom the uses and behoof of the said Premises are before respectively limited and declared in and by these Presents. In Witness, &c.

*A Clause to be Inserted after a power to make
Leases.*

PROvided always, and it is the true intent and meaning of these presents, and of all parties to the same, That every of the Grantss Bargains, Sales, Leases and Estates herein before-mentioned, which shall be made by virtue of, or in pursuance of the Power herein before reserved, or any of them, shall take effect and stand good, according to the priority of time of the making, granting or limitation of the same, and that no subsequent Estate, Grant or Limitation, shall destroy the former Estates, Grants or Limitations, to be made, granted or limited by virtue of the said Power, or any of them, but that the same shall precede each other, according to the time of the making, granting, limitation or reciting of the same, without respect of the order, penning or placing of the same in these presents, and that no such Estate so to be made, limited, granted or created, shall destroy any former Estate before limited, granted or created by virtue of the Powers before-mentioned, or any of them; Any thing, &c.

Surren-

Surrenders.

A Surrender of a Term for Years, to the next in Reversion.

Grant and
Surrender.

TO all Christian People to whom this present Writing shall come, I E. P. of, &c. send Greeting. Know ye, That I the said E. P. for and in Consideration of a competent Sum of lawful Money of *England* to me in hand paid, at or before the enfealing and delivery of these presents, by W. S. of, &c. and for divers other good Causes and Considerations thereunto especially moving, Have granted, surrendered, released and assigned, and by these presents for me, my Heirs, Executors and Administrators, do wholly and absolutely grant, surrender, release and assign unto the said W. S. his Heirs and Assigns, All and every the Estate, Term for years, Interest, Right and Title either in Law or Equity whatsoever, which I the said E. P. now have, or any time have had, into or out of All those Closes, or parcels of Ground, situate, lying and being in S. in the County of, &c. now or late in the Occupation of, &c. containing by estimation, &c. by colour or virtue of one Indenture bearing date the, &c. day of, &c. made between T. S. Father of the said W. S. of the one part, and me the said E. P. of the other part, or by force, colour or means of one Fine *sur Concessit*, levied of the above-mentioned Premises by the said T. S. to me the said E. P. in the Court of Common-Pleas at *Westminster*, in the Term of, &c. which was in

the year of our Lord, &c. or by any or either of them, or otherwise howsoever. And further, I the said E. P. for the Considerations aforesaid, for me, my Heirs, Executors and Administrators, do by these presents, remise, release, and for ever quit-claim unto the said W. S. his Heirs, Executors, Administrators and Assigns for ever, All and all manner of Action and Actions, Covenants, Conditions, Rents and Arrears thereof, Suits, Controversies, Claims and Demands whatsoever, of what kind, nature and quality soever, which I the said E. P. have or may or might have against the said W. S. his Heirs, Executors, Administrators and Assigns, by colour or means of the said Indenture or Fine, or either of them, or by any other ways or means whatsoever. And lastly, I the said E. P. do for me, my Heirs, Executors and Administrators, covenant, promise and declare, to and with the said W. S. That I the said E. P. have in no wise or manner incumbered or charged the said premisses, or any of them, or any Term, Title or Interest, therein or thereto. And that the said W. S. his Heirs and Assigns, shall and may at all times hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the same, and every of them, without the Let, Suit, Trouble, Eviction or Disturbance of me the said E. P. my Executors, Administrators and Assigns, or any person or persons whatsoever, claiming or that shall lawfully claim the same, or any of them, from by or under me the said E. P. In witness whereof I the said E. P. have hereunto, &c.

Release of all
Actions, De-
mands, &c.

Will.

Wills.

A Special Will upon Settling an Estate.

IN the Name of GOD, Amen. I Sir T. P. Knight, Provost of the Kings Colledge of our Lady and St. Nicholas in Cambridge, do make and ordain this my last Will and Testament in manner and form following : *Imprimis*, I give and bequeath all that my Mannor of O. *alias* T. with all the Rights, Members and Appurtenances thereof whatsoever, in the Parish of H. upon the Hill in the County of M. and all other my Freehold and Charterhold Messuages, Lands Tenements and Hereditaments whatsoever, situate, lying and being in the said Parish of H. upon the Hill, or elsewhere in the said County of M. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every part and parcel thereof, unto R. P. the Son or reputed Son of Sir R. P. Knight, my late Brother, deceased, for and during the Term of the Natural life of the said R. P. the Son, and from and after the determination of the said Estate, then to my Nephew G. S. and to J. H. of London, Goldsmith, and their Heirs, for and during the Natural life of the said R. P. the Son. Nevertheless upon Trust only for him the said R. P. during his life, and to preserve and support the Contingent Remainders hereafter limited, and to make such Entries, or do such other Acts as shall be in that behalf, or to that purpose requisite; but not to take or convert any of the Rents or Profits of the Premises

to

to their or any of their own use and benefit,
and from and after the decease of the said R. P.
the Son, I give and bequeath all the said Man-
nors, Messuages, Lands, Tenements and Heredi-
taments, with the Appurtenances, unto the first
Son of the Body of the said R. P. the Son, lawfully
begotten or to be begotten, and the heirs Males
of the Body of such first Son lawfully begotten
or to be begotten; and for default of such Issue,
then to the second Son of the Body of the said
R. P. the Son, lawfully begotten or to be begotten,
and to the heirs Males of the Body of such second
Son, lawfully begotten nor to be begotten; and
for default of such Issue, then to the third Son of
the Body of the said R. P. the Son, lawfully begot-
ten or to be begotten, and to the heirs Males of the
Body of such third Son lawfully begotten or to be
begotten; and for default of such Issue, then to the
fourth Son of the Body of the said R. P. the Son,
lawfully begotten or to be begotten, and to the
heirs Males of the Body of such fourth Son law-
fully begotten or to be begotten; and for default
of such Issue, then to the fifth Son, of the Body of
the said R. P. the Son, lawfully begotten or to be
begotten, and to the heirs Males of the Body of
such fifth Son lawfully begotten or to be begotten;
and for default of such Issue, then to F. P. the Son
or reputed Son of my late said Brother Sir R. P.
or and during the Term of his Natural life;
and from and after the determination of his said
estate, then to the said G. S. and S. H. and their
heirs, for and during the Natural life of the said
F. P. Nevertheless upon Trust only for the said
F. P. during his life, and to preserve and support
the Contingent Remainders hereafter limited,
and to make such Entries, or do such other Acts
as shall be in that behalf and to that purpose
 requisite; but not to take or convert any of the
Rents,

Rents or Profits of the Premisses, to their or any of their own use or benefit ; And from and after the decease of the said F. P. and the determination of all the afore-mentioned Estates, Then I give end bequeath all the said Mannors, Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, unto the first Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such first Son lawfully begotten or to be begotten ; and for default of such Issue, then to the second Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such second Son lawfully begotten or to be begotten ; and for default of such Issue, then to the third Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of such third Son lawfully begotten or to be begotten ; and for default of such Issue, then to the fourth Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such fourth Son lawfully begotten or to be begotten ; and for default of such Issue, then to the fifth Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such fifth Son lawfully begotten or to be begotten ; and for default of such Issue, then to my said Nephew G. S. Son of my Sister S. for the Term of his life, and after his decease to P. S. Son of my said Nephew G. S. and to the heirs Males of the Body of the said P. S. lawfully begotten or to be begotten ; and for default of such Issue, to the eldest Son of my said Nephew G. S. which shall be living at the time of the decease of the said P. S. and to the heirs Males of the Body of such eldest Son lawfully issuing ; and for default of such Issue, to the right Heir

of me the said T. for ever. Provided always nevertheless, and my Will and mind is, That it shall and may be lawful to and for the said R. P. the Son, and F. P. and either of them, being in possession of the said Mannors, Lands and Tenements, by virtue of this my Will, by any Writing or Writings under their or either of their Hands and Seals, and executed in the presence of two or more credible Witnesses, to grant, dispose, limit or convey all or any of the said Mannors, Lands, Tenements, to or for any Woman or Women whom they or either of them shall Marry or take to Wife, for and during the Natural life or lives of such Woman or Women, for her and their Joynture; and that afterwards the said Mannors, Lands and Tenements, shall be and remain to such person and persons to whom the immediate Estate and Interest thereof is herein before given, limited or appointed, according to the true intent and meaning herein before declared; And whereas I have surrendered my Copyhold and Customary Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, holden of the Mannor of H. *alias Sudbury*, in the County of M. to the use of my Last Will and Testament, according to the Custom of the same Mannor. Now I do give and bequeath all my said Copyhold and Customary Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, to my Brother W. P. Esq; for and during the Term of his Natural life; and from and after his decease, to the said R. P. the Son, for and during the Term of his Natural life; and from and after his decease, to the first Son of the Body of the said R. P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of such first Son lawfully begotten or to be be-

begotten; and for default of such Issue, to the second Son of the Body of the said R. P. the Son, and to the heirs Males of the Body of such second Son lawfully begotten or to be begotten; and for default of such Issue, to the third Son of the Body of the said R. P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of such third Son lawfully begotten or to be begotten; and for want of such Issue, then to the fourth Son of the Body of the said R. P. the Son, lawfully begotten or to be begotten, and the heirs, Males of the Body of such fourth Son lawfully begotten or to be begotten; and for default of such Issue, to the fifth Son of the Body of the said R. P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of such fifth Son lawfully begotten or to be begotten; and for default of such Issue, then to the aforesaid F. P. for and during the Term of his Natural life; and from and after his decease, to the first Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such first Son lawfully begotten or to be begotten, and for default of such Issue, then to the second Son of the Body of the said F. P. lawfully begotten or to be begotten; and to the heirs Males of the Body of such second Son lawfully begotten or to be begotten; and for default of such Issue, then to the third Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such third Son lawfully begotten or to be begotten; and for default of such Issue, then to the fourth Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of such fourth Son lawfully begotten or to be begotten; and for default

default of such Issue, then to the fifth Son of the Body of the said F. P. lawfully begotten or to be begotten, and to the Heirs Male of the Body of such fifth Son lawfully begotten or to be begotten; and for default of such Issue, to my said Nephew S. for the Term of his Life, and after his decease to P. S. afore said, Son of my said Nephew G. S. and to the Heirs Males of the Body of the said P. S. lawfully begotten or to be begotten; and for default of such Issue, to the Eldest Son of my said Nephew G. S. which shall be living at the time of the decease of the said P. S. and to the Heirs Males of the Body of such Eldest Son lawfully begotten or to be begotten; and for default of such Issue, then to remain to the right Heirs of me the said T. P. for ever. In Witness, &c.

H h**Additions.**

Additions.

Mortgage.

*A Mortgage of an Annuity of 14 l. per Cent.
Granted by Act of Parliament.*

THIS Indenture made, &c. Between
W.C. of, &c. of the one part, and
F.T. of, &c. of the other part: Whereas on
the Twenty seventh day of September, in the year
of our Lord Christ 1693. the said W.C. did advance
and pay into the Receipt of his Majesties
and the late Queen *Maries* Exchequer upon the
encouragement of an Act of Parliament, Entitled,
*An Act for granting to their Majesties certain
Rates and Duties of Excise upon Beer, Ale and other
Liquors*, for securing certain recompences and advantages
in the said Act mentioned to such persons as shall
voluntarily advance the Sum of 1000000 l. towards
carrying on the War against France, the Sum of 2150 l. as by one Tally and
Order bearing date the same day may appear, by
vertue whereof the said W.C. became intituled unto
Interest for the said Sum of 2150 l. after the
Rate of ten Pounds *per Cent. per Annum*, from the
date of the said Order unto the 29th day of September
then next ensuing, and after the Rate of 14 l. *per Cent. per Ann.* from thenceforth during
the Term of his Natural Life. And whereas on
the, &c. day of this Instant *July* he the said
W.C. did advance and pay into the Receipt of his

his Majesties Exchequer upon the Encouragement of one other Act of Parliament, Entituled, An Act for Enabling such Persons as have Estates for Life in Annuities payable by several former Acts therein mentioned to purchase and obtain further or more certain Interests in such Annuities, and in default thereof for admitting other persons to purchase or obtain the same for raising Moneys for carrying on the War against *France*, the further Sum of 1354 *l.* 10 *s.* As by one other Tally and Order bearing date the same day may appear. By virtue of which said Tallies, Orders and Acts of Parliament, he the said W. C. is become Entituled to an Annuity or yearly payment of 301 *l.* being the Interest of the said Sum of 2150 *l.* after the Rate of 14 *l.* *per Cent.* *per Ann.* issuing and payable out of his said Majesties Exchequer for the life of the said W. C. and after his decease for and during the Remainder of the said Term of 96 years in the said last recited Act mentioned, or otherwise for and during the said Term of ninety six years absolutely. Now this Indenture Witnesseth, That for and in consideration of the Sum of 1400 *l.* of Lawful Money of *England*, to the said W. C. in hand paid by the said F. T. at or before the sealing and delivery of these Presents, the receipt whereof he the said W. C. doth hereby acknowledge and thereof and of every part thereof doth acquit, release and discharge the said F. T. his Executors and Administrators, and for divers other good causes and considerations him the said W. C. thereunto especially moving he the said W. C. hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said F. T. his Executors, Administrators and Assigns, all those the aforesaid several Sums of 2150 *l.* and 1354 *l.* 10 *s.* and the said

Annuity of 301 *l.* *per Ann.* or Interest for the said Sum of 2150 *l.* after the rate of 14 *l.* *per Cent.* *per Ann.* together with the said several Tallies and Orders; And all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said W. C. of, into or out of the said several Sums of 2150 *l.* and 1354 *l.* Annuity, Interest and Premises, and every of them, and every part and parcel thereof, To Have and to Hold the said several Sums, Annuity, Interest and Premises unto the said F. T. his Executors, Administrators and Assigns, from henceforth for and during the Natural Life of the said W. C. and for and during all the said Term of Ninety six years fully to be compleat and ended. A Proviso to be that if the said W. C. pay unto the said F. T. 1484 *l.* at the times therein mentioned without any deduction for Taxes, &c. that then the said F. T. will assign the said Premises to such person as the said W. C. shall appoint, freed of all Incumbrances done by the said F. T. his Executors, Administrators or Assigns. A Covenant to pay the Money according to the Proviso, and to pay the Taxes, &c. A Covenant that after default of payment according to the said Covenant for payment thereof it shall be lawful for the said F. T. his Executors, Administrators and Assigns to have, receive and take to his and their own use and benefit the said Annuity or yearly Sum of 301 *l.* for and during all the residue and remainder of Ninety six years which shall be then to come without the let of the said W. C. freed of all Incumbrances. A Covenant for further assuring the said several Sums of 2150 *l.* and 1354 *l.* 10 *s.* and the said Annuity of 301 *l.* or Interest for the said Sum of 2150 *l.* after default of payment according to the Proviso to the said F. T. his Executors, Administrators and Assigns during all the residue

residue and remainder which shall be then to come and unexpired of the said Term of Ninety six years, discharged of all Equity of Redemption. And it is hereby declared, Covenanted and agreed by and between the said parties to these Presents that in the mean time and until default shall happen to be made of or in payment of the said Sum of 1484 £. or some part thereof contrary to the form and effect of the said Covenant herein before contained for payment of the same, and the true intent and meaning of these Presents, he the said F. T. his Executors, Administrators and Assigns shall and will permit and suffer the said W. C. his Executors, Administrators and Assigns peaceably and quietly to have, receive and take to and for his and their own use and benefit the said Annuity or yearly Sum of 301 £. during the Natural Life of the said W. C. and for and during all the said Term of Ninety six years. In Witness, &c.

A Mortgage on several Tallies and Orders.

THis Indenture made the Sixteenth day of December, in the Year of our Lord 1705 Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth that the said A. B. in consideration of the Sum of 1000 l. of Lawful Money of *England* to him in hand paid by the said C. D. the receipt whereof he doth hereby acknowledge, and from the same and every part thereof doth release, acquit and discharge the said C. D. his Executors, Administrators and Assigns by these Presents and for other good Causes him thereunto moving, hath Bargained, sold, assigned and set over and by these Presents doth freely clearly and absolutely Bargain, sell, assign and set over unto the said C. D. his Executors, Administrators and Assigns, all those Tallies and Orders following, (*viz.*) one Tally and Order on the Land-Tax No. 1500. for the payment of the Sum of 500 l. to the Earl of R. or his Assigns; One other Tally and Order on Births and Burials for the payment of 1100 l. to R. R. Esq; and No. 705. and also one other Tally and Order for payment of 400 l. to Sir R. H. Knight, on Coals and Culm, No. 800. Together with all the right, title, interest, claim and demand whatsoever either in Law or Equity of him the said A. B. to all and every of the said Tallies and Orders, together with all Moneys, Profits and Advantages due, or that shall become due by virtue of the same, or any part thereof, To Have, Hold, receive and enjoy the said Tallies, Orders and Premises unto the said C. D. his Executors, Administrators and Assigns to his and their own proper

proper use and behoof for ever : Provided always and upon Condition nevertheless that if the said A. B. his Executors and Assigns shall pay or cause to be paid unto the said C. D. or his Assigns the Sum of 1000 l. of Lawful Money of *England*, together with Lawful Interest for the same on the Sixteenth day of *March* next ensuing the date hereof then the said C. D. or his Assigns shall and will upon the receipt thereof deliver back and reassign the said Tallies and Orders and Premises unto the said A. B. his Executors, Administrators and Assigns, and also one Bond bearing even date with these Presents, wherein the said A. B. is bound for the payment of the said Sum of 1000 l. and Interest on the said Sixteenth day of *March* next, together with all Moneys that he shall then have received by virtue of the same. And the said A. B. for himself, his Heirs, Executors and Administrators doth Covenant, promise and agree to and with the said C. D. his Executors, Administrators and Assigns that he the said A. B. his Executors, Administrators or Assigns shall and will pay or cause to be paid to the said C. D. the said Sum of 1000 l. and Interest on the said Sixteenth day of *March* next, And if it shall happen that the said Sum of 1000 l. and the Interest or any part thereof shall be behind or unpaid on the said Sixteenth day of *March*, then he the said C. D. his Executors or Assigns shall and may as soon after as he or they shall please sell and dispose of the said Tallies and Orders, every or any of them at and for the best rate and price he or they can then get for the same to any person or persons whatsoever, and retain and keep in his and their hands, and to his and their own use so much of the Money arising by virtue of such Sale as shall satisfy and

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discharge the said Sum of 1000 l. and Interest and all Costs and Charges relating to the same. And after the same shall be satisfied and discharged as aforesaid, then rendring the Overplus, if any shall be, to the said A. B. his Executors or Assigns. And if the Money to arise by such Sale or disposition shall not amount to and make up the said Sum of 1000 l. and Interest, and the Costs and Charges expended about the same, then he the said A. B. his Heirs, Executors and Administrators shall and will within ten days after such Sale or disposition make up and pay unto the said C. D. his Executors or Assigns all such Sum and Sums of Money as shall be then wanting to make up and compleat the same. And the said A. B. for himself, his Executors and Administrators doth Covenant, promise and agree to and with the said C. D. his Executors and Assigns that he the said A. B. hath in himself good right, full power and lawful and absolute Authority to Bargain, sell, assign and set over unto the said C. D. his Executors and Assigns the said Tallies and Orders in manner as aforesaid. In Witness, &c.

*Sale of 1000 l. Bank-Stock payable on a certain day,
which if paid then to Transfer, &c.*

WHereas I A. B. of, &c. am indebted to C. D. of, &c. the Sum of 1000 l. for Stock I have bought of him, and have given him my Bond for the said 1000 l. bearing even date with these Presents payable on the Seventh day of *May* next ensuing the date hereof: And whereas the said C. D. hath given me his Note that in case I do pay him the said Money on the said day he will then transfer the said Stock to me or my Assigns on the said Seventh day of *May* next; and which 1000 l. I do promise to pay to him accordingly. And if it shall happen that the said Sum of 1000 l. or any part thereof shall be behind or unpaid on the said Seventh day of *May*, then he the said C. D. his Executors or Assigns shall and may as soon after as he or they shall please sell and dispose of the said 1000 l. Stock at and for the best rate and price he or they can then get for the same to any person or persons whatsoever and retain and keep in his and their own hands, and to his and their own use so much of the Money arising by virtue of such Sale as shall satisfy and discharge the said Sum of 1000 l. and all Costs and Charges relating to the same, and after the same shall be satisfied and discharged as aforesaid, then rendring the Overplus if any shall be to me and my Assigns. And if the Money to arise by virtue of such Sale shall not amount to and make up the said Sum of 1000 l. and the Costs and Charges expended about the same, as also all such advance Money as shall be then paid by

Additions.

by the said C. D. on the said Seventh day of *May* for the said Stock, then I my Heirs, Executors and Administrators shall and will within ten days after such Sale or disposition make up and pay unto the said C. D. his Executors or Assigns, all such Sum and Sums of Money as shall be then wanting to make up and complete the same. In Witness, &c.

Whereas I C. D. of, &c. have Sold to A. B. of, &c. Stock for the Sum of 1000 *l.* and he hath given me his Bond for the said 1000 *l.* bearing even date with these Presents, payable on the Seventh day of *May* next. Now I do hereby for my self, my Heirs, Executors and Administrators, Covenant, promise and agree to and with the said A. B. his Executors and Assigns, that in case the said A. B. or his Assigns shall on the said Seventh day of *May* pay or cause to be paid to me or my Assigns the said 1000 *l.* and all Advance-money and Charges that I shall then have paid for or relating to the said Stock, that then I will on the said Seventh day of *May* transfer and assign to him the said A. B. or his Assigns the said Stock, and all Dividends and Profits that shall be ordered or noted by the Company for the said Stock.
In Witness, &c.

*Agreement between Partners of a Ship with
its Cargo to the East-Indies.*

Whereas L. R. and T. L. Esquires, and R. H. Merchant, some or one of them are Owners and Proprietors of the Ship *Marlborough*, with all her Furniture, Ammunition, Stores and Appurtenances whatsoever to her belonging, as she is now fitted out to Sea on a Voyage to the *East-Indies*, of which said Ship Captain L. M. Commander for the said Voyage. And whereas the said L. R. and R. H. have Shipped on Board the said Ship a Cargo of several Goods to the amount of Three thousand eight hundred sixty six Pounds thirteen Shillings and four pence. And also the said R. H. hath shipped on Board the said Ship several other Goods to the Value of Five hundred Pounds. And the said T. L. hath Shipped on Board the said Ship several Goods to the Amount of nineteen Hundred thirty three Pounds six shillings and eight pence, in all amounting to the sum of Six thousand three hundred Pounds as an Invoice Signed by the said Captain M. bearing date the day of it may appear. And the Value of the said Ship, Furniture and Appurtenances with the Licenses and other Charges relating to the same being to the Amount of Five thousand seven hundred Pounds. Now it is hereby agreed and declared that the said Cargo, and the said Ship, Furniture and Appurtenances as she is now fitted to Sea, and what hath been paid for the said Licenses and other Charges relating to the said Voyage shall be and be accounted one entire Adventure to the Amount of Twelve thousand Pounds

Pounds *Sterling*, which said Cargo is to be carried unto and disposed of in the *East-Indies*, and the same or the Produce is to be Invested there in Diamonds or other Goods and Merchandizes and to be returned to *England*. And the said L. R. T. L. and R. H. in consideration of a competent Sum of Money to them now in hand paid by, &c. the receipt whereof is hereby acknowledged do for themselves severally and respectively, and for their several and respective shares and interests in the said Ship and Cargo and not one for the other or for the others share and interest therein agree and declare that as to the Sum of, &c. part of the said Twelve thousand Pounds they are and will be only Trustees for him therein he the said, &c. his Executors and Assigns being to receive and have a proportionable part of all the benefit, proceed and profits, and to bear, pay and run a proportionable part of all the Loss, Forfeiture Damages, payments and hazards for or relating to the said Ship, Cargo and Adventure in due proportion as, &c. is to Twelve thousand Pounds. In Witness, &c.

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9/12/17

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